

Purchase Order # 230398



Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519

Amendment No. 1 to

- Independent Service Contract
- Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and BayAreaCommunityResources(BACR) (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on June 15, 2023 and the parties agree to amend that Agreement as follows.

1. **Services:** (Check and complete ONE of the options below).

- CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).  
\_\_\_\_\_  
\_\_\_\_\_
- The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).
- The scope of work is unchanged.

2. **Terms:** (Check and complete ONE of the options below).

- The contract term is extended by an additional \_\_\_\_\_ (days/weeks/months), and the amended expiration date is \_\_\_\_\_, 20\_\_\_\_.
- The contract term is unchanged.

3. **Compensation:** (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

- The rate is amended by an  increase of  decrease of \$ \_\_\_\_\_ for \_\_\_\_\_ type of service
  - The contract amount is amended by an  increase of  decrease of \$ 1,435,000.00 to original contract amount.
- The amended contract  amount  rate is now \$ 7,056,687.00

4. **Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. **Amendment History:** This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
N/A	N/A	N/A	\$ N/A
			\$
			\$

6. **Approval:** This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

<b>Mt. Diablo USD</b>	<b>Mt. Diablo USD</b>	<b>Contractor</b>	<b>Board Approval (if needed)</b>
By: _____ <i>Budget Administrator/Principal</i>	By: _____ <i>Superintendent or Designee</i>	By: _____	Docket Number: _____ <i>Agenda Item Number</i>
Date: _____	Date: _____	Date: _____	Date: _____



**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**PURCHASING / WAREHOUSE DEPARTMENT**  
 2326 BISSO LANE  
 CONCORD, CALIFORNIA 94520  
 FAX: (925) 687-5044 (925) 825-7440

DATE 04/24/23

<b>CHANGE ORDER NO.</b>
<b>230398</b>

**VENDOR:** BAY AREA COMMUNITY RESOURCES  
 171 CARLOS DRIVE  
 SAN RAFAEL, CA 94903

**DELIVER TO:** AFTER SCHOOL PROGRAM  
 C/O LOMA VISTA ADULT CENTER  
 1266 SAN CARLOS AVENUE  
 CONCORD, CA 94518

Req. # R129303	Vendor # 056205	Ship Via DESTINATIO	Department / Site S094000	Requisitioner MOLINA, JAMIE
Confirming <input type="checkbox"/> yes <input type="checkbox"/> no	Buyer JOANIE PETERSON	Extension #	Terms of Payment NET 30	Date Required 07/01/22

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			CHANGE ORDER #3 (4-24-23) SN LINE ITEM 1: DECREASE BY \$429,323.49 LINE ITEM 2: DECREASE BY \$16,590.44 LINE ITEM 4: INCREASE BY \$445,913.93 PER SITE, FISCAL APPROVED  CHANGE ORDER #2 (12-1-22) JP LINE ITEM 1: INCREASE BY \$1,163,796.23 LINE ITEM 4: DECREASE BY \$1163,796.23 PER SITE, FISCAL APPROVED  CHANGE ORDER #1 (11/22/22 EMC): LINE 5-CHANGE PROGRAM CODE FROM 3425 TO 3218  INDEPENDENT SERVICE CONTRACT MDUSD BOARD APPROVED 6/8/2022, CONSENT AGENDA ITEM #16.15  ISC, 22-23 BACR CONTRACT FOR BACR STAFF AND SUPERVISION AT TWENTY-FOUR (24) SITES  CONTRACT NOT TO EXCEED: \$5,621,687.00 DATES OF SERVICE: 7/1/2022 TO 6/30/2023  BACR WILL HIRE COMBINATIONS OF STAFF DEPENDING ON ***Continued***		
				TOTAL	

ACCOUNT NO.	AMOUNT

APPROVAL:

Superintendent

Date

**SEND INVOICE TO:** MT. DIABLO UNIFIED SCHOOL DISTRICT  
 FISCAL SERVICE DEPARTMENT  
 1936 CARLOTTA DRIVE  
 CONCORD, CALIFORNIA 94519

TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC



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			<p>SIZE AND LEVEL, INCLUDING PROGRAM COORDINATORS, ASSISTANT COORDINATORS, PROGRAM LEADS, AND RECREATION SPECIALISTS AT EACH OF THE SITES LISTED BELOW. BACRWILL HIRE A GARDEN EDUCATOR AND GARDEN STAFF TO WORK AT THE GARDEN ATRIVERVIEW MIDDLE, MT. DIABLO HIGH, AND THE SCHOOL-BASED GARDENS AT THE TWENTY-FOUR (24) CARES EXPANDED LEARNING OPPORTUNITIES PROGRAMS (ELP) FOR THE 2022/2023 SCHOOL YEAR (JULY 1, 2022 TO JUNE 30, 2023).</p> <p>PROGRAM DESCRIPTION: IMPLEMENT EXPANDED LEARNING PROGRAMS (PREVIOUSLY REFERRED TO AS "AFTER SCHOOL PROGRAMS") AT TWENTY-FOUR (24) SCHOOL SIN THE BAY POINT, CONCORD, MARTINEZ, AND PLEASANT HILL COMMUNITIES. PROVIDE EXPANDED LEARNING OPPORTUNITIES (SCHOOL YEAR, SUMMER, AND INTERSESSION PROGRAMS) THAT INCLUDED BUT ARE NOT LIMITED TO: ENRICHMENT CLASSES, SCIENCE/TECHNOLOGY/ENGINEERING/MATHEMATICS (STEM), ACADEMIC SUPPORT ACTIVITIES, YOUTH DEVELOPMENT, TUTORING, LIFESKILLS, GARDENING, NUTRITION EDUCATION, SNACK/MEAL DISTRIBUTION, LEADERSHIP AND SERVICE PROJECTS, WORK-BASED LEARNING, MENTORING PROGRAMS, ONGOING STAFF DEVELOPMENT, AND TECHNICAL</p> <p>***Continued***</p>		
				TOTAL	

ACCOUNT NO.	AMOUNT

APPROVAL:

*[Signature]*

Superintendent

Date

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			ASSISTANCE.ADDITIONAL INFORMATION OUTLINED IN APPENDIX 1 AGREEMENT.  BACR CARES STAFF WILL HIRE THREE (3) RECREATION MANAGERS WHO WILL WORK IN PARTNERSHIP WITH THE MT. DIABLO UNIFIED SCHOOL DISTRICT (MDUSD)AFTER SCHOOL PROGRAM COORDINATOR TO DEVELOP, IMPLEMENT, AND SUPERVISE THE CARES EXPANDED LEARNING OPPORTUNITIES PROGRAMS (ELP) IN MDUSD.BACR WILL SEND MONTHLY INVOICES TO MDUSD. THE TWENTY-FOUR (24) SCHOOL SITES INCLUDE:  BEL AIR ELEMENTARY CAMBRIDGE ELEMENTARY DELTA VIEW ELEMENTARY EL MONTE ELEMENTARY FAIR OAKS ELEMENTARY GREGORY GARDENS ELEMENTARY HIDDEN VALLEY ELEMENTARY HOLBROOK LANGUAGE ACADEMY MEADOW HOMES ELEMENTARY MONTE GARDENS ELEMENTARY RIO VISTA ELEMENTARY SHORE ACRES ELEMENTARY SILVERWOOD ELEMENTARY SUN TERRACE ELEMENTARY ***Continued***		
				TOTAL	

ACCOUNT NO.	AMOUNT

APPROVAL:

*[Signature]*

Superintendent

Date

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01	1	EACH	WESTWOOD ELEMENTARY WOODSIDE ELEMENTARY WREN AVENUE ELEMENTARY YGNACIO VALLEY ELEMENTARY EL DORADO MIDDLE OAK GROVE MIDDLE RIVERVIEW MIDDLE CONCORD HIGH MT. DIABLO HIGH YGNACIO VALLEY HIGH  22-23 BACR STAFF AND SUPERVISION FOR SEVEN (7) CARES EXPANDED LEARNING OPPORTUNITIES SITES (HOLBROOK LANGUAGE ACADEMY, WESTWOOD ELEMENTARY, GREGORY GARDENS ELEMENTARY, HIDDEN VALLEY ELEMENTARY, MONTE GARDENS ELEMENTARY, SILVERWOOD ELEMENTARY, WOODSIDE ELEMENTARY)	2,307,109.74	2,307,109.74
02	1	EACH	22-23 BACR STAFF AND SUPERVISION FOR TWO (2) CARES EXPANDED LEARNING OPPORTUNITIES SITES (MT. DIABLO HIGH, YGNACIO VALLEY HIGH)	167,046.56	167,046.56
03	1	EACH	22-23 BACR - MISCELLANEOUS COST	25,000.00	25,000.00
04	1	EACH	22-23 BACR STAFF AND SUPERVISION FOR FOURTEEN (14) CARES EXPANDED LEARNING OPPORTUNITIES SITES ***Continued***	2,945,004.70	2,945,004.70
				TOTAL	

ACCOUNT NO.	AMOUNT

APPROVAL:

Superintendent

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			(BEL AIR ELEMENTARY, CAMBRIDGE ELEMENTARY, DELTA VIEW ELEMENTARY, EL MONTE ELEMENTARY, FAIR OAKS ELEMENTARY, MEADOW HOMES ELEMENTARY, RIO VISTA ELEMENTARY, SHORE ACRES ELEMENTARY, SUN TERRACE ELEMENTARY, WREN AVENUE ELEMENTARY, YGNACIO VALLEY ELEMENTARY, EL DORADO MIDDLE, OAK GROVE MIDDLE, RIVERVIEW MIDDLE)		
05	1	EACH	22-23 BACR STAFF AND SUPERVISION FOR ONE (1) CARES EXPANDED LEARNING OPPORTUNITIES SITES (CONCORD HIGH)	50,012.00	50,012.00
06	1	EACH	22-23 PAL PROGRAM	34,000.00	34,000.00
07	1	EACH	22-23 PAL PROGRAM	93,514.00	93,514.00
SCHOOL CONTACT FOR THIS PO IS: JAMIE MOLINA 925-682-8000 EXT 6761 EMAIL: MOLINAJ@MDUSD.ORG  NOTE TO VENDOR: SEND INVOICES TO JAMIE MOLINA  NOTE TO VENDOR: ALSO SEND INVOICES TO: CRYSTAL HORNE 925-682-8000, EXT. 4082 ***Continued***					
				<b>TOTAL</b>	

ACCOUNT NO.	AMOUNT

APPROVAL:

*[Signature]*

Superintendent

Date

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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			EMAIL: HORNEC@MDUSD.ORG		
				Tax	0.00
				<b>TOTAL</b>	<b>5,621,687.00</b>

ACCOUNT NO.	AMOUNT
535272610 5100	2,307,109.74
535307010 5100	167,046.56
535387110 5800	25,000.00
535387110 5100	2,945,004.70
500321810 5100	50,012.00

**APPROVAL:**

*[Signature]*

Superintendent

Date

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**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
 1936 Carlotta Drive  
 Concord, CA 94519

**AGREEMENT BETWEEN  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this 1st day of July 2022, by and between the Mt. Diablo Unified School District (hereinafter "District") and Bay Area Community Resources (BACR) (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 5 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ 5,621,687.00 for Services.

The basis of the fee for Services shall be as follows:

a. \$ \_\_\_\_\_ per hour.      b. \$ \_\_\_\_\_ per day, or      c. \$ \_\_\_\_\_ per engagement.

01	7600	1110	1000	79260	000	535	022	5100	1,572,637.00
01	3010	1110	1000	30900	000	535	022	5100	\$ 193,637.00
01	6010	1110	1000	35710	000	535	022	5100	75,000.00
01	6010	1110	1000	39710	000	535	022	5100	\$ 3,462,887.00
01	7425	1110	1000	34250	000	500	002	5100	50,012.00
01	5610	3800	1000	32790	000	500	022	5100	\$ 34,000.00
<b>BUDGET CODE(S)</b>									
01	6388	3800	1000	33882	000	500	022	5100	93,514.00

*JM  
 Jamie  
 No line  
 5/24/22*

**Check One:**

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on 07/01/2022. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching



party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

4. **Relationship of the Parties.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. **Contractor shall provide the certification document** attached hereto as **Exhibit B** prior to commencing work under this Agreement.

6. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

8. **Insurance.** Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. 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 the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Other Coverages When Applicable:**

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

**INSURANCE REQUIREMENTS**

No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance, Section 8, are hereby waived or modified as follows (note, a waiver for one type of insurance does not constitute waiver for all):

Limits: \_\_\_\_\_

Other: \_\_\_\_\_

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

\_\_\_\_\_  
Superintendent or  
his designee

\_\_\_\_\_  
General Counsel

- 9. **Ownership of Designs and Plans.** Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. **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.
- 11. **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.

Purchase Requisition #: R129303

registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

<u>DISTRICT</u>	<u>CONTRACTOR</u>
Mt. Diablo Unified School District	Bus. Name: <u>Bay Area Community Resources (BACR)</u>
1936 Carlotta Drive	Attn: <u>Don Blasky</u>
Concord, CA 94519-1397	Address: <u>171 Carlos Drive</u>
Attn: Superintendent	<u>San Rafael, CA 94903</u>
	Phone: <u>1 (415) 755-2311</u>
	Fax: _____
	Email: <u>dblasky@bacr.org</u>
	Tax ID #: <u>94-2346815</u>

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

- 12. 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.
- 13. 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 Contra Costa County, California.
- 14. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Bay Area Community Resources (BACR)

By: [Signature] 6/1/22  
Signature of Principal/Budget Administrator Date

By: [Signature] 5/24/2022  
Signature of Contractor Consultant Date

Title: Eric Rego, Coordinator  
Print Name and Title  
of After School Program

Title: Donald Blasky Chief Program Officer  
Print Name and Title  
BACR

Purchase Requisition # R129303

Authorized and Approved by:

Jennifer Sachs 6/19/22  
Superintendent Designee (Jennifer Sachs) Date

**Prior to commencement of service, sign and forward completed original contract packet to Purchasing.**

[Signature] 5/26/22 CARES Expanded Learning Opportunities  
Originator's Signature Date Site/Department Originating this Contract Program  
Jamie Molina, Fiscal Analyst I  
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

N/A

Distribution  
original: Purchasing with Purchase Order  
copy: Contractor  
copy: Accounts Payable/Fiscal  
copy: Originator/Budget Administrator

**EXHIBIT "A"** (page 1 of 2)

**LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR**

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE)**

BACR CARES staff will hire three (3) Recreation Managers who will work in partnership with the Mt. Diablo Unified School District (MDUSD) After School Program Coordinator to develop, implement, and supervise the CARES Expanded Learning Opportunity Programs (ELP) in MDUSD. BACR will send monthly invoices to MDUSD. The twenty-four (24) school sites include:

- Bel Air Elementary
- Cambridge Elementary
- Delta View Elementary
- El Monte Elementary
- Fair Oaks Elementary
- Gregory Gardens Elementary
- Hidden Valley Elementary
- Holbrook Language Academy
- Meadow Homes Elementary
- Monte Gardens Elementary
- Rio Vista Elementary
- Shore Acres Elementary
- Silverwood Elementary
- Sun Terrace Elementary
- Westwood Elementary
- Woodside Elementary
- Wren Avenue Elementary
- Ygnacio Valley Elementary
- El Dorado Middle
- Oak Grove Middle
- Riverview Middle
- Concord High
- Mt. Diablo High
- Ygnacio Valley High

BACR will hire combinations of staff depending on size and level, including Program Coordinators, Assistant Coordinators, Program Leads, and Recreation Specialists at each of the sites listed above. BACR will hire a Garden Educator BACR and garden staff to work at the garden at Riverview Middle, Mt. Diablo High and the school-based gardens at the twenty-four (24) CARES Expanded Learning Opportunity Programs (ELP) for the 2022/2023 school year (July 1, 2022 to June 30, 2023).

**Program Description:**

Implement Expanded Learning Programs (previously referred to as After School Programs) at twenty-four (24) schools in the Bay Point, Concord, Martinez, and Pleasant Hill communities. Provide expanded learning opportunities (school year, summer, and intersession programs) that include but are not limited to; enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports, gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance. Additional information outlined in Appendix 1 Agreement.

Services:

**EXHIBIT "A"** (page 2 of 2)

**LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR**

**IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE)**

BACR shall perform only the services indicated by a X under its column below during the term of this Agreement in connection with the Program (the "Covered Services"), and District shall be responsible for those services indicated by a X under its column below ("Excluded Services"):

<b>Program employment</b>	<b>BACR</b>	<b>District</b>
Recruiting and selecting Leased Employees for hire	X	
Screening Leased Employees (as defined below), including, without limitations, performing criminal background checks, and fingerprinting	X	
Supervising and training Leased Employees in Program activities	X	
Maintaining Leased Employees' personnel records	X	
Payroll administration for Leased Employees	X	
<b>Program students and activities</b>		
Conducting Program announcements and promotions		X
Maintaining files and records of Program students		X
Setting Program curriculum		X
Disciplining Program students	X	X
Selecting, hiring, and supervising Independent contractor(s)	X	X
Overseeing accounting/bookkeeping for Program	X	X
Providing non-transportation equipment and supplies for use in the Program	X	X
Providing facilities for the Program		X
Providing transportation (buses, etc.) for the Program		X
Ensuring Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act)	X	X
grant reports for Program funders		X

Any additional items, or explanations or elaborations of the above categories and assignments (including, for example, allocations of shared responsibilities), are set forth on Appendix 1 to this Agreement.

## EXHIBIT "B"

### Contractor **REQUIRED** to Complete FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	Bay Area Community Resources (BACR)
Services to be performed under the Agreement:	Per attached 2022-2023 Exhibit "A"
School(s) and Specific Location(s) where services will be performed:	All CARES Expanded Learning Program sites (schools listed in Exhibit "A")
Term of Agreement:	July 1, 2022 to June 30, 2023

***Check the applicable box(es) and fill in any blanks.***

check box

1	<input checked="" type="checkbox"/>	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)
2	<input type="checkbox"/>	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)
3	<input type="checkbox"/>	The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional pages) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

Donald Blasky

Authorized Contractor Signature

Donald Blasky      5/24/2022

Print Name      Date

8.98  
2017

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Appendix 1

**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND  
BAY AREA COMMUNITY RESOURCES  
FOR DEVELOPMENT OF THE  
MDUSD CARES EXPANDED LEARNING OPPORTUNITIES PROGRAM**

**THIS AGREEMENT**, entered this first day of July, 2022 by and between the **Mt. Diablo Unified School District**, herein called the "**DISTRICT**" and **Bay Area Community Resources**, herein called the "**BACR**".

**WHEREAS**, the DISTRICT has secured grant funding from the California State Department of Education (CDE) and the Expanded Learning Opportunities Program (ELOP) for the purpose of development of the Expanded Learning Opportunities Programs; and

**WHEREAS**, the DISTRICT is the lead agency for the purposes of the aforementioned CDE grant program, and is authorized to enter into this agreement with the BACR to develop the Programs at various locations within the Cities of Bay Point, Concord, Martinez, Pittsburg, and Pleasant Hill.

**WHEREAS**, the BACR, is qualified to assist the DISTRICT to develop the Programs to provide direction and organization by providing assistants and coordinators to facilitate and coordinate each program element; and

**WHEREAS**, the DISTRICT wishes to engage the BACR to assist as stated above in the utilization of the grant funds in the manner in which it is mutually beneficial.

**WHEREAS**, the DISTRICT lacks the personnel to provide such programs; and

**WHEREAS**, the BACR holds itself out as qualified to operate and provide such programs; and

**NOW, THEREFORE**, in consideration of the performance of mutual promises contained herein, the parties agree, as follows:

I. SCOPE OF SERVICE:

The BACR, in a manner satisfactory to the DISTRICT, shall provide expanded learning opportunities (previously referred to as "after school") programs during FY 2022-23, in accordance with the Scope of Service submitted to the DISTRICT, and adopted herein as Exhibit "A" to this Agreement. The BACR further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the DISTRICT for all funds advanced pursuant to this Agreement.

**Program Delivery**

A. Activities

1. The BACR shall implement an expanded learning opportunities program at twenty four (24) schools for fiscal year 2022-23. Activities include enrichment classes, tutoring, youth development, nutrition, life skills, sports, and mentoring programs.
2. Program components and service levels are set forth in Exhibit "A."

B. Staffing

Using the funds provided by the DISTRICT pursuant to this Agreement, the BACR shall employ the personnel listed in Exhibit "A." The BACR shall notify the DISTRICT in writing within five (5) working days if any of the above positions becomes vacant for any reason.



## Appendix 1

C. Performance Monitoring

The DISTRICT will monitor the performance of the BACR against the goals and performance standards required herein. Substandard performance as determined by the DISTRICT will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the BACR within ten (10) working days after notice is given by the DISTRICT, agreement suspension or termination procedures will be initiated, consistent with the provisions set forth in Section VI I. "Suspension or Termination."

II. TIME OF PERFORMANCE

Services of the BACR shall start on the 1st day of July 2022 and end on the 30th day of June 2023.

III. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the DISTRICT under this Agreement shall not exceed \$5,621,687.00. Drawdowns for the payment of eligible expenses shall be made in accordance with performance. The BACR shall be paid monthly upon its submission of an itemized invoice.
- B. Each month, as part of its progress report, the BACR shall submit to the DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A." The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

The DISTRICT:  
Eric Rego, After School Program Coordinator  
Mt. Diablo Unified School District  
1266 San Carlos Ave., Room A-6  
Concord, CA 94519  
regoe@mdusd.org  
1 (925) 691-0351

The BACR:  
Don Blasky, Director  
Bay Area Community Resources  
171 Carlos Drive  
San Rafael, CA 94903  
dblasky@bacr.org  
www.bacr.org  
1 (415) 444-5580

V. GENERAL CONDITIONS:

- A. General Compliance  
The BACR agrees to comply with all applicable state and local laws and regulations governing the program and funds provided under this Agreement.
- B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The BACR shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The DISTRICT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the BACR is an independent contractor.

## Appendix 1

C. Indemnification:

The DISTRICT shall indemnify, defend, and hold harmless the BACR against and from any and all claims or suits for damages or injury arising from the DISTRICT's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the BACR in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the BACR against and from all claims or suits arising from any breach or default of any performance of any obligation of the DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The BACR shall indemnify, defend, and hold harmless the DISTRICT against and from any and all claims or suits for damages or injury arising from the BACR's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of the BACR hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

The BACR shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. The BACR will provide the DISTRICT with a thirty (30) day written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

The BACR shall hold the DISTRICT free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of the BACR and its agents and, in furtherance thereof, the BACR shall, at its expense, procure and maintain in full force at all times during the term of this contract the following insurance which shall be provided on an occurrence basis.

The BACR represents that it is self-insured and participates in the Philadelphia Insurance and that it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of the BACR'S performance of this Agreement.

The BACR agrees to provide the DISTRICT a thirty (30) day notice of any reduction or cancellation.

F. The DISTRICT Recognition

The BACR shall ensure recognition of the role of the DISTRICT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the BACR will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The DISTRICT or the BACR may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the DISTRICT. Such amendments shall not invalidate this Agreement, nor relieve or release the DISTRICT or the BACR from its obligations under this Agreement.

## Appendix 1

2. The DISTRICT may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the DISTRICT and the BACR. In the event performance of this agreement becomes impracticable because of changes in federal, state, or local guidelines, policies, available funding amounts, or other reasons, either party may terminate the agreement pursuant to Paragraph H.1.

H. Suspension or Termination

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any such termination for convenience, all finished or unfinished documents, reports or other materials prepared by the BACR under this Agreement shall, at the option of the DISTRICT, become the property of the DISTRICT. Also, the DISTRICT is not responsible for any identified invoices in Paragraph III of the Agreement after the effective date of termination. However, invoices may be submitted for payments due within in the 30 day time period within a reasonable time after termination.
2. The DISTRICT may also suspend or terminate this Agreement, in whole or in part, where, in the determination of the DISTRICT:
  - a. There is an illegal or improper use of the funds provided by the DISTRICT; or
  - b. There is a failure to comply with any terms, covenants, or conditions of this Agreement or exhibits thereto; or
  - c. There are reports submitted to the DISTRICT that are incomplete, untimely or incorrect in any material respect; or
  - d. The BACR is incapable of carrying out the proposed services, or those services are improperly performed; or
  - e. There are insufficient funds budgeted to continue the provision of services under this Agreement.
3. If the BACR materially fails to comply with any term of this Agreement or with any of the laws, rules, regulations or provisions referred to herein, the DISTRICT may declare the BACR ineligible for any further participation in the DISTRICT agreements, in addition to other remedies as provided by law.
4. In the event there is probable cause to believe the BACR is in noncompliance with any applicable laws, rules or regulations, the DISTRICT will notify the BACR as soon as practicable. The BACR, in turn, will be given ten (10) working days within which to comply or remedy the situation. In the absence of compliance, the DISTRICT may withhold up to fifty (50) percent of said Agreement funds until such time as the BACR is found to be in compliance by the DISTRICT, or is otherwise adjudicated to be in compliance.
5. If suspension or termination is in order, the DISTRICT will provide at least ten (10) days written notice to the BACR.

VI. ADMINISTRATIVE REQUIREMENTS:A. Financial Management

## Appendix 1

1. Accounting Standards

The BACR shall bill the DISTRICT on a monthly basis with a detailed accounting of expenditures incurred by the BACR.

B. Documentation and Record-Keeping1. Records to be Maintained

The BACR shall maintain all records required by the terms of the grant and that are pertinent to the activities to be funded under this Agreement. Such records shall generally include, but not be limited to:

- a. Records providing a full description of each activity undertaken pursuant to this Agreement.
- b. Records of all expenditures, project funds, all persons employed in the program including volunteers, and records showing compliance with all legal requirements for the program and funding.

2. Retention

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

3. Close-Outs

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

4. Audits & Inspections

All records of the BACR with respect to any matters covered by this Agreement shall be made available to the DISTRICT or its designees at any time during normal business hours, as often as the DISTRICT deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the BACR within 30 days after receipt by the BACR. Failure of the BACR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the agreement. The BACR hereby agrees to have an annual agency audit conducted in accordance with current policy of the DISTRICT concerning the BACR audits.

C. Reporting and Payment Procedures1. Budgets

Prior to the release of any funds under this Agreement, the BACR must have submitted a detailed budget to be approved by the DISTRICT. The DISTRICT and the BACR may agree to revise the budget from time to time by the DISTRICT in accordance with existing policies of the

## Appendix 1

DISTRICT. Any such revisions must be approved in writing, and will not necessarily change the amount approved previously.

2. Indirect Costs

If indirect costs are charged, the BACR will develop an indirect cost allocation plan for determining the appropriate share of the DISTRICT's administrative costs and shall submit such plan to the DISTRICT for approval.

3. Payment Procedures

The DISTRICT will pay to the BACR funds available under this Agreement based upon information submitted by the BACR and consistent with any approved budget and DISTRICT policy concerning payments. The DISTRICT reserves the right to liquidate funds available under this Agreement for costs incurred by the DISTRICT on behalf of the BACR.

VII. PERSONNEL & PARTICIPANT CONDITIONS:

A. Conflict of Interest

Consistent with applicable state limitations, no officer(s), employee(s) or agent(s) of the DISTRICT who exercises any function or responsibility with respect to this grant may participate as a board member or officer of the BACR in the planning or carrying out of the activities or program herein proposed and approved for funding.

B. Fingerprinting

The BACR shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all the BACR's employees and all of its Subcontractors' who may have contact with pupils of the District in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work under this agreement, a complete and accurate list of the BACR's employees and of all of its subcontractors' employees who may come in contact with pupils of the District during the course and scope of the Contractor shall have been provided to the DISTRICT.

C. Civil Rights

1. Compliance

The BACR agrees to comply with all local and state civil or human rights requirements, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086. The BACR will ensure that, consistent with the ADA, all facilities wherein services are provided under this Agreement are accessible to all Bay Point, Concord, and Martinez residents, regardless of handicapping condition. If a facility is not accessible, but the BACR has developed an alternative plan that meets ADA requirements for such, it must be submitted to the DISTRICT for its approval within thirty (30) days of the date of the execution of this Agreement. Failure to do so may result in suspension or termination of this Agreement.

2. Nondiscrimination

The BACR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or

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status with regard to public assistance. The BACR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BACR agrees to post in conspicuous places, available to employees and applicants for employment or service, a notice to be provided by the DISTRICT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The BACR shall permit access to its books, records and accounts by the DISTRICT for purposes of investigation to ascertain compliance with the laws, rules, regulations and provisions stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

MT. DIABLO UNIFIED SCHOOL DISTRICT, a district organized under the laws of the State of California:

6/10/22  
Date

By: Jennifer Sachs (Jennifer Sachs)  
Superintendent Designer

BAY AREA COMMUNITY RESOURCES, agency:

5/24/2022  
Date

By: Don Blasky  
Don Blasky  
Director

APPROVED AS TO FORM:

Stephane Roberts (Stephane Roberts)  
Director, Partnership & MTSS

Cesar Alvarado (Cesar Alvarado)  
Counsel for Mt. Diablo Unified School District

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MT. DIABLO UNIFIED CARES EXPANDED LEARNING OPPORTUNITY PROGRAM (ELP) BUDGET 2022-23

\*Total cost of program per school based on \$1678 cost per student

School: Bel Air # Students: 150	
Total students served	Additional students served
129	21
# of Staff	
Summer	4 week summer program
Rec. Staff	6
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
School Year	38 weeks of program
Rec. Staff	6
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
	\$224,080
School: Cambridge # Students: 198	
Total students served	Additional students served
198	
# of Staff	
Summer	4 week summer program
Rec. Staff	10
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
School Year	38 weeks of program
Rec. Staff	10
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
	\$338,887
School: Delta View # of Students: 150	
Total students served	Additional students served
144	6
# of Staff	
Summer	4 week summer program
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
School Year	38 weeks of program
Rec. Staff	6
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
	\$242,642
School: El Monte 150	
Total students served	Additional students served
84	66
# of Staff	
Summer	4 week summer program
Rec. Staff	3
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
School Year	38 weeks of program
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
	\$215,612
School: Fair Oaks 150	
Total students served	Additional students served
114	36
# of Staff	
Summer	4 week summer program
Rec. Staff	4
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1

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	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$220,712

<b>School: Halmstad 100</b>		
	Total students served	Additional students served
	100	
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$224,662

<b>School: Meadow Homes 181</b>		
	Total students served	Additional students served
	181	
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	10	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	10	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$339,412

<b>School: New Hope 139</b>		
	Total students served	Additional students served
	139	11
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	6	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$237,542

<b>School: Snow Area 171</b>		
	Total students served	Additional students served
	167	8
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	8	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	8	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$295,552

<b>School: Sun Prairie 140</b>		
	Total students served	Additional students served
	140	20



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	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	7	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$264,672

School: Wren Ave 150		
	Total students served	Additional students served
	144	6
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	6	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$242,642

School: Westwood 100		
	Total students served	Additional students served
	100	
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$224,662

School: Mountain View Elem 150		
	Total students served	Additional students served
	129	21
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	6	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$242,642

School: Gregory Gardens 100		
	Total students served	Additional students served
	100	
	# of Staff	
	<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$224,662

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School: Hidden Valley 100	
Total students served	Additional students served
100	
# of Staff	
<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1

\$224,662

School: Maple Gardens 100	
Total students served	Additional students served
100	
# of Staff	
<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1

\$224,662

School: Silverwood 100	
Total students served	Additional students served
100	
# of Staff	
<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1

\$224,662

School: Woodside 100	
Total students served	Additional students served
100	
# of Staff	
<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	4
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1
<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	5
Assistant Program Coordinator (PC)	1
Program Coordinator (PC)	1

\$224,662

School: El Dorado Middle 137	
Total students served	Additional students served
137	
# of Staff	
<b>Summer</b>	<b>4 week summer program</b>
Rec. Staff	6
Assistant PC Coordinator	1
Coordinator	1
<b>School Year</b>	<b>38 weeks of program</b>
Rec. Staff	6

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Assistant PC	1	
Coordinator (TBD)	1	

\$251,692

School: Oak Grove Middle 112		
	Total students served	Additional students served
	112	
	# of Staff	4 week summer program
Rec. Staff	3	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	School Year	38 weeks of program
Rec. Staff	4	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$197,382

School: Riverside Middle 115		
	Total students served	Additional students served
	115	
	# of Staff	4 week summer program
Rec. Staff	6	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	
	School Year	38 weeks of program
Rec. Staff	6	
Assistant Program Coordinator (PC)	1	
Program Coordinator (PC)	1	

\$255,411

School: Mt. Diablo High 102		
	Total students served	Additional students served
	102	
	# of Staff	4 week summer program
Program Lead	1	
Coordinator		
	School Year	38 weeks of program
Program Lead	1	
Coordinator		

\$89,850

School: Tilden Valley High School 131		
	Total students served	Additional students served
	131	
	# of Staff	4 week summer program
Program Lead		
Coordinator	1	
	School Year	38 weeks of program
Program Lead		
Coordinator	1	

\$93,787

School: Concord High School 100		
	Total students served	Additional students served
	100	
	# of Staff	4 week summer program
Program Lead		
Coordinator	1	
	School Year	38 weeks of program
Program Lead		
Coordinator	1	

\$50,012

School: Concord 119		
	Total students served	Additional students served
	129	21
	Fiscal School Year	

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Garden Educator I	1	
Teen Garden Corp Student Interns	25	
<b>School Program Manager</b>		
	<b># Staff</b>	
	<b>Fiscal School Year</b>	
Recreation Manager I	1	
Recreation Manager II	1	
Recreation Manager II	1	
BACR Admin/HR specialist <i>(remaining 20 hrs paid by BACR)</i>	1	
<b>Peer Activity Leader (PAL) Program</b>		
	<b># Staff</b>	
	<b>Fiscal School Year</b>	
PAL Facilitators	2	
PAL Student Leaders	10	
PAL Student Interns	45	

\$119,000

included above

\$127,514

**Total Contract Cost \$5,621,687**

\*5% administrative charge is included in total  
 \*Cost per student per year is based on \$1,678. These costs include staff, benefits, operational costs and training for 3,279 total students



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POLICY NUMBER: 2022-19709  
Named Insured: Bay Area Community Resources\*

COMMERCIAL GENERAL LIABILITY  
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1 Name** (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**BAY AREA COMMUNITY RESOURCES**

**2 Business name/disregarded entity name, if different from above**

**3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **501(C)3**

**4 Exemptions** (codes apply only to certain entities; not individuals; see instructions on page 3).  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

**5 Address** (number, street, and apt. or suite no.) See instructions.  
**171 CARLOS DRIVE**

**6 City, state, and ZIP code**  
**SAN RAFAEL, CA 94903-2005**

**7 List account number(s) here** (optional)

**Requester's name and address** (optional)  
**MT. DIABLO UNIFIED SCHOOL DISTRICT**

See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-					
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or

**Employer identification number**

9	4	-	2	3	4	6	8	1	5
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**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    **Signature of U.S. person** ▶ *David Kelly*    **Date** ▶ *5/24/2022*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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Mt. Diablo Unified School District  
Governing Board

AGENDA ITEM

**Meeting Date:** 6/8/2022 - 6:00 PM

**Category:** Consent Agenda

**Type:** Action

**Subject:** 16.15 Review and Potential Approval of Renewal of the 2022/23 Bay Area Community Resources (BACR) contract for the CARES Expanded Learning Opportunity Program

**LCAP (Local Control Accountability Plan) Goal:** Goal 1: All students will receive a high quality education in a safe and welcoming environment with equitable and high expectations, access to technology, and instruction in the California State Standards that prepare them for college and/or career.

**Policy:**

**Enclosure:** 22-23 MDUSD-BACR Independent Service Contract

**File Attachment:**

 22-23 Independent Service Contract - Bay Area Community Resources (BACR).pdf

**Summary:** Staff seeks approval to renew the Bay Area Community Resources (BACR) contract to provide staff for the 24 Mt. Diablo CARES Expanded Learning Programs at Bel Air, Cambridge, Delta View, El Monte, Fair Oaks, Gregory Gardens, Hidden Valley, Holbrook, Meadow Homes, Monte Gardens, Rio Vista, Shore Acres, Silverwood, Sun Terrace, Westwood, Woodside, Wren Avenue and Ygnacio Valley Elementary Schools; El Dorado, Oak Grove and Riverview Middle Schools; and Concord, Mt. Diablo, and Ygnacio Valley High Schools. BACR has partnered with MDUSD since 2007 to provide high quality expanded learning opportunities for students every school day from 2:30-6:00 as well as summer and intersessions. The BACR contract includes personnel, training, and program costs. This collaboration ensures consistency across programs, staffing, supervision, and evaluation among all schools served by the CARES Expanded Learning Program. MDUSD district staff will continue to oversee and collaborate with BACR to ensure high quality programming, integration of academic, Science Technology Engineering and Mathematics (STEM), enrichment, student leadership and work readiness, nutrition, and physical activity in a safe and engaging environment. The CARES Expanded Learning Program will provide in person expanded learning opportunities for the 2022/23 school year.

**Funding:** Program Codes:  
3871-California Department of Education's After School Education and Safety (ASES) grant, 2726-Expanded Learning Opportunity Program (ELOP), 3425 Expanded Learning Opportunity Grant, 3066 and 3070-Title I, 0930-Local Control Funding Formula Supplemental, 33882-K12 Stronger Workforce grant, and 3277-Workforce Innovation and Opportunity Act (WIOA) grant

**Fiscal Impact:** \$5,621,687

**Recommendation** Move to approve the renewal of the Bay Area Community Resources (BACR) contract for CARES Expanded Learning Program

**Approvals:**

**Recommended By:**

**Signed By:** *Signature*  
Stephanie Roberts - Director of Development

**Signed By:** *Signature*  
Elizabeth McClanahan - Director of Purchasing and Warehouse

**Signed By:** *Signature*  
Mika Arbelbide - Director of Fiscal Services

**Signed By:** *Signature*  
Jennifer Sachs - Chief, Educational Services

**Signed By:** *Signature*  
Cesar Alvarado - General Counsel

**Signed By:** *Signature*  
Dr. Adam Clark - Superintendent

**Vote Results:**

**Original Motion**  
Member **Keisha Nzewi** Moved, Member **Linda Mayo** seconded to approve the **Original** motion 'Move to approve the renewal of the Bay Area Community Resources (BACR) contract for CARES