

**CONTRACT BETWEEN THE TEMPORARY TOT TENDING, INC. AND
PACIFICA SCHOOL DISTRICT
ELEMENTARY SCHOOL SITES
FOR EXTENDED DAY CARE AND PRESCHOOL SERVICES**

This Contract is entered into August 1, 2016, by and between the Pacifica School District, hereinafter known as “DISTRICT”, and Temporary Tot Tending, Inc., hereinafter known as “CONTRACTOR”, a corporation duly organized.

RECITALS

WHEREAS, the DISTRICT desires certain extended day care and preschool services (“Services), as more fully described in Exhibit “A”, and

WHEREAS, DISTRICT desires to engage CONTRACTOR, including its employees, if any, in providing the Services by reason of its qualifications and experience in performing such Services, and CONTRACTOR has offered to provide the Services on the terms and in the manner set forth herein;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Contract, the parties agree:

SECTION 1. TERM

1.1 The term of this Contract shall be one (1) year, commencing on August 1, 2016 and terminating on June 30, 2017.

1.2 The obligation of CONTRACTOR to perform the Services will commence in accordance with the time schedule set forth in Exhibit “A”. Time is of the essence of this Contract.

1.3 Each party will notify each other by April 15th of the current year of its intent to renew this contract.

1.4 Contract shall be as follows:

Ocean Shore– 2 Portables (2,240 square footage) -- \$2,128 monthly
Sunset Ridge – 2 Portables (1,990 square footage) -- \$1,891 monthly
Ortega – 5 Portables (4,578 square footage) -- \$4,349 monthly

SECTION 2. QUALIFICATIONS, STATUS, AND DUTIES OF CONTRACTOR

2.1 CONTRACTOR represents and warrants that it has the expertise and professional qualifications to furnish or cause to be furnished the Services. CONTRACTOR further represents and warrants that the project director and every individual charged with the performance of the Services under this Contract are duly licensed or certified by the State of California, to the extent such licensing or certification is required by law to perform the Services.

2.2 In reliance on the representation and warranty set forth in Section 2.1, the DISTRICT retains CONTRACTOR to perform, and CONTRACTOR covenants and agrees that it will furnish or cause to be furnished, the Services.

2.3 CONTRACTOR will assign a site manager to have supervisory responsibility for the performance, progress, and execution of the services at each site.

2.4 CONTRACTOR represents and warrants that it will:

2.4.1 Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidents to the due and lawful prosecution of the Services.

2.4.2 Keep itself fully informed of all existing and future Federal, State of California, and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Contract, any materials used in CONTRACTOR'S performance under this Contract, or the performance of the Services;

2.4.3 At all times observe and comply with, and cause its employees and contractors (and consultants), if any, who are assigned to the performance of this Contract to observe and comply with, the laws, ordinances, regulations, orders and decrees mentioned above; and

2.4.4 Report immediately to the DISTRICT Chief Business Official, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and decrees mentioned above in relation to providing the Services.

2.5 CONTRACTOR will be responsible for employing or engaging all persons necessary to perform the Services. All employees of CONTRACTOR will be deemed to be directly controlled and supervised by CONTRACTOR, which will be responsible for their performance. If any employee of CONTRACTOR fails or refuses to carry out the provisions of this Contract or appears to be incompetent or to act in a disorderly or improper manner, the employee will be disciplined in an appropriate manner.

SECTION 3. DUTIES OF THE DISTRICT

3.1 The Superintendent will represent DISTRICT for all purposes under this Contract. The Chief Business Official is designated as the project manager for the Superintendent. The project manager will supervise the performance, progress, and execution of the Services.

3.2 It shall be the responsibility of the project manager to establish general policies and guidelines, and mediate disputes among CONTRACTOR, parents, parent representatives, and the DISTRICT.

3.3 Evaluation of the services provided according to this CONTRACT shall be the responsibility of the project manager. Timing, procedures, and manner of evaluation shall be developed by the project manager. CONTRACTOR shall furnish to DISTRICT all data, statements, records, information, and reports reasonably necessary to DISTRICT to monitor, review, and evaluate the performance of CONTRACTOR'S services hereunder.

3.4 In the event DISTRICT should determine from any source, including but not limited to information submitted by CONTRACTOR under this Contract or any evaluation report from any source, that there is a condition which requires correction, DISTRICT may forward to CONTRACTOR requests for corrective action. Such requests shall indicate the nature of the issues which are to be reviewed to determine the need for corrective action and may include a recommendation as to the appropriate corrective action. Within thirty (30) days of DISTRICT'S request, CONTRACTOR shall submit its response, which shall include its views of the problems and proposed action, if any. Upon requests of either party, the parties shall meet to discuss any such request and response within the thirty (30) day period specified.

3.5 DISTRICT shall be responsible for maintenance of roof, exterior doors, exterior walls, plumbing and electrical systems, flooring and heating systems (if operable at time PREMISES are leased), and foundations; unless damage to any of the items listed herein is caused in part or in whole by the act, neglect, fault or omission of any duty by CONTRACTOR, its employees, agents, invitees, licenses or contractors, in which case CONTRACTOR shall be responsible for the cost of such repairs. DISTRICT shall at all times, maintain the PREMISES in good and safe condition. DISTRICT shall be responsible for all repairs required.

SECTION 4. RESPONSIBILITIES OF CONTRACTOR

4.1 CONTRACTOR will furnish or cause to be furnished the specified services set forth in Exhibit “A” and such other information regarding its requirements as may be reasonably requested by DISTRICT.

4.2 CONTRACTOR shall ensure that all services offered under this Contract shall be secular in nature. CONTRACTOR shall further ensure that it shall refrain from offering religious instruction, worship, or other religious activities while providing child care services, in accordance with the provision of the California and United States Constitution.

4.3 CONTRACTOR shall make all arrangements for and pay for all custodial work required to maintain PREMISES in clean, orderly, and sanitary condition at all times during the term of this Contract.

4.4 If CONTRACTOR does not maintain PREMISES in clean, orderly, and sanitary condition, DISTRICT may, but shall not be obligated to, have the PREMISES cleaned and charge all costs associated with such cleaning to the CONTRACTOR.

4.5 DISTRICT will not be responsible for any loss, inconvenience, annoyance, or damage to CONTRACTOR because of such cleaning.

4.6 CONTRACTOR will be responsible for the security of the building space it uses and shall not hold the DISTRICT responsible for any theft or damage property. In addition, if DISTRICT property is damaged or stolen due to a negligent act of the CONTRACTOR, its employees, agents, contractors, parents, and students, the CONTRACTOR shall be responsible for its repair or replacement.

4.7 CONTRACTOR shall provide the DISTRICT access to the property for maintenance and other inspection purposes.

4.8 The CONTRACTOR will obey all laws and policies that govern school district property including those laws and policies applying to possession and use of alcohol and tobacco (such as, for example, Board Policy 3513.3, Tobacco- Free Schools). The CONTRACTOR will follow all California Education Code and other local, state, and federal laws and policies that pertain to school property.

SECTION 5. COST OF SERVICES OFFERED BY CONTRACTOR

5.1 The CONTRACTOR shall at all times maintain a written schedule setting forth operating hours and operating procedures for each required and optional use provided on or from the PREMISES. A schedule of prices charged for all services related to the required and optional use of this CONTRACT shall be maintained.

Upon written request, CONTRACTOR shall furnish the project manager a copy of the schedules and procedures. Should the project manager decide that any part of these schedules or procedures is not justified with regard to satisfying the needs of the public, upon written notice from either side, the CONTRACTOR and project manager or his designee shall meet and confer in an effort to resolve the concerns of the project manager. If the parties are unable to resolve the issue in that meeting, the matter shall be submitted to mediation by an independent third party. Prior to requesting a meet and confer, the project manager shall personally review and confer with the CONTRACTOR or CONTRACTOR'S representative regarding:

- (1) The degree of public services involved in the sale of services;
- (2) The market price charged by other competing and/or comparable business; and
- (3) The degree to which salaries and benefits are at a commensurate level and ensure a quality program which minimizes staff turnover.

SECTION 6. INDEMNITY

6.1 It is agreed that the CONTRACTOR shall defend, hold harmless and indemnify the DISTRICT, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property which arise from the CONTRACTOR'S use of the PREMISES (including ingress and egress to the PREMISES), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the CONTRACTOR, its officers, agents and/or employees

6.2 It is agreed that the DISTRICT shall defend, hold harmless and indemnify the CONTRACTOR, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property which arise from the DISTRICT'S use of the PREMISES (including ingress and egress to the PREMISES), and for such liability, damage, cost, expense, and/or claims arising from the negligent acts or omissions of the DISTRICT, its officers, agents and/or employees.

SECTION 7. WAIVERS

7.1 The waivers by either party of any breach or violation of any covenant, term, condition or provision of this Contract, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder will not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, condition or provision of this Contractor or of any applicable law or ordinance.

7.2 No payment, partial payment, acceptance, or partial acceptance by DISTRICT will operate as a waiver on the part of DISTRICT of any of its rights under this Contract.

SECTION 8. INSURANCE

8.1 CONTRACTOR, at its sole cost and expense, will obtain and maintain, in full force and effect during the term of this Contract, personal liability insurance coverage of not less than two million dollars (\$2,000,000) insuring not only CONTRACTOR and its contractors, if any, but also, with the exception of workers' compensation, employer's liability, and professional liability insurance, naming DISTRICT as an additional insured concerning CONTRACTOR'S performance under this Contract.

8.2 Any and all contractors of CONTRACTOR retained to perform Services under this Contract will obtain and maintain, in full force and effect during the term of this Contract, identical insurance coverage, naming DISTRICT as an additional insured under such policies as required above.

8.3 Certificates of such insurance will be filed with DISTRICT concurrently with the execution of this Contract. The certificates will be subject to the approval of DISTRICT'S Chief Business Official and will contain an endorsement stating that the insurance is primary coverage and will not be canceled or altered by the insurer except after filing with the DISTRICT'S Chief Business Official thirty (30) days' prior written notice of such cancellation or alteration, and that the PACIFICA SCHOOL DISTRICT is named as an additional insured except in policies of workers' compensation, employer's liability, and professional liability insurance. Current certificates of such insurance will be kept on file at all times during the term of this Contract with the Chief Business Official.

8.4 The procuring of such required policy or policies of insurance will not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, CONTRACTOR will be obligated for the full and total amount of any damage, injury, or

loss caused by or directly arising as a result of the Services performed under this Contract, including such damage, injury, or loss arising after the contract is terminated or the term has expired.

SECTION 9. WORKERS' COMPENSATION

9.1 CONTRACTOR, by executing this contract, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing the performance of the Services.

SECTION 10. TERMINATION OR SUSPENSION OF CONTRACT OR SERVICES

10.1 The Superintendent may suspend the performance of the Services, in whole or in part, or terminate this Contract, by giving ninety (90) days' prior written notice thereof to CONTRACTOR. Upon receipt of such notice, CONTRACTOR will immediately discontinue its performance of the Services.

10.2 CONTRACTOR may terminate this Contract or suspend its performance of the Services by giving ninety (90) days' prior written notice thereof to DISTRICT, but only in the event of a substantial failure of performance by DISTRICT or in the event DISTRICT indefinitely withholds or withdraws its request for the initiation or continuation of the Services to be performed.

SECTION 11. ASSIGNMENT

11.1 This Contract is for the personal services of CONTRACTOR; therefore, CONTRACTOR will not assign, transfer, convey or otherwise dispose of this Contract or any right, title or interest in or to the same or any part thereof without the prior written consent of DISTRICT. A consent to one assignment will not be deemed to be a consent to any subsequent assignment. Any assignment made without the approval of the Superintendent will be void and, at the option of the Superintendent, this Contract may be terminated. This Contract will not be assignable by operation of law.

SECTION 12. NOTICES

12.1 All notices hereunder will be giving in writing and mailed, postage prepared, by certified mail, and addressed as follows:

To DISTRICT: Office of the Superintendent
Pacifica School District
375 Reina Del Mar
Pacifica, CA 94044

To CONTRACTOR: Dion DuBois
Temporary Tot Tending, Inc.
2217 Delvin Way
South San Francisco, CA 94080

SECTION 13. CONFLICT OF INTEREST

13.1 In accepting this Contract, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

13.2 CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any contractor or persons having such an interest. CONTRACTOR certifies that no person who has or will have any financial interest under this Contract is an officer or employee of DISTRICT. This provision will be interpreted in accordance with the applicable provisions of the Government Code of the State of California.

SECTION 14. NONDISCRIMINATION

14.1 As set forth in DISTRICT Policy, no discrimination will be made in the employment of any person under this Contract because of the age, race, color, national origin, ancestry, religion, disability, sexual preference or gender of that person. CONTRACTOR agrees to meet all requirements of the DISTRICT Policy pertaining to nondiscrimination in employment, including completing the requisite form furnished by DISTRICT.

14.2 If CONTRACTOR is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of this Contract, it will be in default of this Contract. Thereupon, DISTRICT will have the power to cancel or suspend this Contract, in whole or in part, or to deduct the sum of twenty-five dollars (\$25) for each person for each calendar day during which such person was subjected to acts of discrimination, as damages for breach of contract, or both. Only a finding of the State of

California Fair Employment Practices Commission or the equivalent federal agency or officer will constitute evidence of a breach of this Contract.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 CONTRACTOR represents and warrants that it has knowledge of the requirements of the Americans with Disabilities Act of 1990, and the Government Code and the Health and Safety Code of the State of California, relating to access to public buildings and accommodations for disable persons, and relating to facilities for disabled persons. CONTRACTOR will comply with or ensure by its advice that compliance with such provisions will be effected in the performance of this Contract.

15.2 This Contract will be governed by the laws of the State of California, excluding its conflicts of law.

15.3 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of San Mateo, State of California.

15.4 The prevailing party in any action brought to enforce the provisions of this Contract may recover its reasonable costs and attorney's fees expended in connection with that action.

15.5 This document represents the entire and integrated agreement between parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

15.6 All provisions of this Contract, whether covenants or conditions, will be deemed to be both covenants and conditions.

15.7 The covenants, terms, conditions and provisions of this Contract will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and contractors, as the case may be, of the parties.

15.8 If a court of competent jurisdiction finds or rules that any provision of this Contract or any amendment thereto is void or unenforceable, the unaffected provisions of this Contract and any amendments thereto will remain in full force and effect.

15.9 All exhibits referred to in this Contract and any addenda, appendices, attachments, and schedules which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and will be deemed to be a part of this Contract.

15.10 This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Contract on the date first above written.

ATTEST

For DISTRICT
(Pacifica School District)

By: _____
Josephine Peterson
Chief Business Official

For CONTRACTOR
(Temporary Tot Tending, Inc.)

By: _____

ATTACHMENTS:

EXHIBIT "A": Scope of Services for Providers of Extended Day Care and
Preschool Services

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EXHIBIT “A”

**SCOPE OF SERVICES FOR PROVIDERS OF
EXTENDED DAY CARE AND PRESCHOOL SERVICES AT
PACIFICA SCHOOL DISTRICT
ELEMENTARY SCHOOL SITES
2013-2014**

SERVICES: Under this Agreement, Temporary Tot Tending shall provide extended day care and/or preschool services to the child(ren) of families enrolled at Ortega, Ocean Shore and Sunset Ridge School site(s), located on property owned by the Pacifica School District. Services shall be furnished as specified in this Exhibit “A”: Scope of Services for Providers of Extended Day Care and Preschool Services at Pacifica School District Elementary School Sites.

The extended day care program shall admit children currently enrolled in Grades Kindergarten through Grade Five (5) in the Pacifica School District on a priority basis, but may also admit others on a space available basis.

PROGRAM GOALS:

1. To offer affordable child care services to child(ren) of families enrolled in Pacifica School District elementary schools.
2. To provide parents with access to licensed child care services year-round including Pacifica School District school holidays, school vacations, and staff development days.
3. To provide a quality program which seeks to maintain standards set forth by the National Association for the Education of Young Children (NAEYC) and the National School Age Child Care Alliance.

PROGRAM SPECIFICATIONS:

1. Program Schedule.

Services rendered shall include before-and after-school care. Program schedule shall be operable daily throughout the year, including school holidays and vacation periods except for holidays, which are recognized by the Pacifica School District.

a. Regular School Days

The designated hours of operation for extended day care and preschool services on regular school days shall commence not earlier than 6:30 a.m. but not later than 7:30 a.m. and shall operate until the scheduled start of school at the site. The provider shall reopen at the earliest scheduled end

of the school day and shall remain open until at least 6:00 p.m. but not later than 6:30 p.m.

A program to accommodate afternoon Kindergarten shall be operated if service for ten (10) or more students is requested and overflow facilities are provided for use after dismissal of the afternoon Kindergarten such that licensing requirements of contract may be met.

Regular school days are defined as Monday through Friday except holidays recognized by the Pacifica School District, PSD vacations, and PSD staff development days.

It is understood that the providers shall have exclusive use of the site. When the site is not in use by the provider, the DISTRICT, or its agents or assigns, may use the site for academic curriculum or other DISTRICT purposes upon reasonable notice to provider. DISTRICT shall assume any and all liability for damages to property owned by provider while using the facilities and shall indemnify and hold harmless provider of an from injuries of any variety to all persons which may occur while the facilities are in use by the DISTRICT or its personnel or agents.

- b. Holidays
Services shall be offered as outlined in this Exhibit “A”: Scope of Services for Extended Day Care and Preschool Services at Pacifica School District Elementary School Sites, with the only exception being holidays recognized by the Pacifica School District. Provider shall have the option to close all facilities for one week each summer.
- c. School Holidays
The designated hours of operation for extended day care and preschool services on school holidays (including winter and spring breaks and summer vacation) shall be 7:00 a.m. to 6:00 p.m.
- d. Consolidation of Services
The provider may consolidate services with another licensed or legally exempt school age provider during school vacations and summer periods when enrollment or attendance is low. Programs may close for the purpose of offering staff development or inservice training. All such closings are subject to approval by the DISTRICT’S project manager.
- e. Location of Summer Program
CONTRACTOR agrees that DISTRICT shall have the opportunity to designate the site or sites to be used for operation of the program during summer vacation. It is understood that the availability of facilities for the summer program shall, in part, be dependent upon the construction and modernization schedule of the DISTRICT. DISTRICT shall advise

contractor no less than ninety (90) days prior to the termination of each school year as to which facilities shall be available for use during the summer and the dates of their respective availability. DISTRICT shall have the option to provide for a change in location of facilities to be used during the course of the summer, provided, however, that no less than thirty (30) days notice of a location change shall be provided to CONTRACTOR by DISTRICT. In complying with the requirements of this paragraph, DISTRICT and CONTRACTOR shall co-operate to insure that the safety of all students is adequately insured and that the licensure requirements of CONTRACTOR are complied with.

f. Other Uses

The provider may use the contracted space outside of the normal hours of operation for staff, parent, and/or student meetings.

2. Licensing and Exemptions

Services rendered shall include before- and after-school care for school age children in Grades Kindergarten through Grades five and Preschool ages 3 to 5 years. Program schedule shall be operable daily throughout the year, including school holidays and vacation periods except for holidays which are recognized by the Pacifica School District.

3. Licensing Reports

The provider shall forward to the DISTRICT'S Project Manager, within ten (10) days of all licensing visits, copies of all licensing reports issued by the California Department of Social Services, Community Care Licensing Division.

4. Staffing Ratios and Requirements

The provider shall meet or exceed the staffing ratios and requirements for school age children as specified in the licensing requirements of Title 22 of the California Code of Regulations.

5. Health and Safety Standards; Emergency Preparedness

The provider shall enforce health and safety standards that are consistent with state regulations and Pacifica School District policies.

6. Staff Development

The provider shall offer appropriate staff development activities on an ongoing basis, including staff training, in order to fully meet the child development needs of children enrolled in the program. Staff development activities related to literacy shall be designed in cooperation with the Pacifica School District Curriculum Department.

7. Articulation Activities

The provider shall attend occasional meetings with the elementary school staff. The purpose of these meetings is to articulate educational practices in the areas of literacy, numeracy and support in the “homework” aspect of the program. These meetings can be faculty or grade-level meetings.

8. Written Schedules

The provider shall at all times maintain a written schedule setting forth the operating hours and operating procedures for each required and optional use provided on or from the elementary school site. A fee schedule for prices charged for all services related to the required and optional uses set forth in this Contract shall be maintained.

9. Children with Special Needs

The provider shall identify children with special needs at the time of enrollment to ensure adequate staffing levels. Children with special needs who require assistance during an emergency evacuation shall be accommodated.

If any students participating in the Extended Day Program are referred for the “Student Study Team” process at the elementary school, a staff member, who is familiar with the student, will participate in the SST meeting, and upon request by the DISTRICT, participate in any IEP meetings during the time the student is still a participant in the Extended Day Program.

10. Equipment and Supplies

The provider shall assume responsibility for program implementation, and shall provide furniture, equipment, and supplies except as otherwise agreed upon with the Pacifica School District.

11. Waiting Lists

The provider shall maintain a current waiting list when program is a licensed capacity.

12. Annual Parent Survey

The provider shall conduct an annual parent survey. Results of the parent survey shall be made available to the Project Manager as part of the DISTRICT’S annual site evaluation process.

13. Materials to be Kept on File

The provider shall ensure that materials required by the DISTRICT, as more specifically outlined in this Contract and this Exhibit “A”: Scope of Services For Providers of Extended Day Care and Preschool Services, be maintained on file with the DISTRICT’S Project Manager. Materials to be kept on file include:

Calendar of days open and closed
Current operating license

Emergency evacuation plan
Licensing reports issued by the California Department of Social Services
Operating Procedures and Policies (Parent Handbook)
Summary sheet of annual parent evaluations
Tuition schedule

14 Annual Site Evaluation

The provider shall participate in an annual site evaluation conducted by the DISTRICT'S requirements as stated in this Exhibit "A": Scope of Services for Providers of Extended Day Care and Preschool Services at Pacifica School District Elementary School Sites.

15. Reports to the DISTRICT

All correspondence relating to this Exhibit "A": Scope of Services for Providers of Extended Day Care and Preschool Services at Pacifica School District Elementary School Sites shall be sent to the following address:

Pacifica School District
375 Reina Del Mar
Pacifica, CA 94044

Attention: Josephine Peterson
Chief Business Official