

Board Office Use: Legislative File Info.	
File ID Number	22-2102
Introduction Date	9/28/22
Enactment Number	22-1679
Enactment Date	9/28/2022 os

Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Andrea Bustamante, Executive Director, Community Schools & Student Services

Meeting Date September 28, 2022

Subject Services Agreement with 2CoachU

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *Vendor will provide training in baseball and softball for elementary school students. Although the primary focus is on teaching the physical aspect of the sport, vendor equally values and integrates the social-emotional learning that is commonplace on the baseball diamond while striving to create a well-rounded experience for youth that is both fun and mentally enriching. Vendor will provide services through a series of full-day sessions on Saturdays as well as integration into after school programs at sites mutually agreed to by vendor and the Community Schools and Student Services Department.*

Term Start Date: 9/29/22 End Date: 05/31/2023

Not-To-Exceed Amount \$102,336.00

Competitively Bid Yes

If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$99,100, list the exception(s) that applies (requires Legal review/approval and may require a resolution): [Exception]

In-Kind Contributions *District will provide space for programs to take place. District staff will coordinate locations and dates of services delivery for Saturday and after*

school programs.

Funding Source(s)

Resource 2600 – Expanded Learning Opportunities Program

Background

As a result of receiving Expanded Learning Opportunities Program (ELOP) funding from the State of California, the District has expanded comprehensive after school programming to include every OUSD elementary, middle, and high school. One required element of after school programming is physical activity for students. Additionally, ELOP funding allows for services on weekends and over the summer.

To take advantage of this opportunity to provide additional services to students, the District issued Request for Proposal (RFP) #21-120ExLO seeking vendors to propose sports-based youth development programs during expanded learning (before school, after school, intersession) time. Vendor successfully completed RFP requirements and was selected as a partner to provide services for TK-6 programs.

Attachment(s)

- Service Agreement with 2CoachU
- Physical Enrichment Program Plan
- Physical Enrichment Program Budget
- RFP #21-120ExLO and vendor bid materials

SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):
2CoachU

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
9/29/22

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):
5/31/23

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.

- b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as "confidential" or "privileged," or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement ([available here](#)).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
 - c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.
7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR, its employees, or its subcontractors in connection with the Services performed under this Agreement. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters,

including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR's prior written consent, use VENDOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** OUSD agrees to pay VENDOR for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

- a. The compensation under this Agreement shall not exceed:
\$102,336.00

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by VENDOR including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

- b. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
- c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after OUSD's written approval that Services were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR's performance does not conform to the requirements of this Agreement, VENDOR agrees to correct its performance without delay.
- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
- e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES,

particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
 - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
 - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
 - e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services

are provided in-person or not.

- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination and Suspension.

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to Unforeseen Emergency or Acts of God. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if there is an unforeseen emergency or an Act of God during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the

termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
- e. If OUSD, at its sole discretion, develops health and safety concerns related to the VENDOR's provision of Services, then the OUSD Superintendent or an OUSD Chief or Deputy may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend the Agreement, in which case VENDOR shall stop providing Services under the Agreement until further notice from OUSD. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of suspension.

12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent: (i) via email to the email address set forth below, (ii) personally delivered during normal business hours or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 440
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: Tré Clayton
Title: Executive Director
Address: 905 Avis Drive
City, ST Zip: El Cerrito, CA 94530
Phone: 510-345-7234
Email: info@2coachu.net

Notice shall be effective when received if personally served or

emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;
 - (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
 - (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
 - (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved

- in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the Services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. Certificates/Permits/Licenses/Registration. VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.

16. **Insurance.**

- a. Commercial General Liability Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- b. Workers' Compensation Insurance. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code

section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.

- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) fingerprinting and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of Services. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident

reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.

- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. **Coronavirus/COVID-19.**

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order (“Orders”) issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR (i) tests positive for COVID-19 or shows or reports symptoms consistent with COVID-19 and (ii) has been on OUSD property or has been in prolonged close contact with any OUSD student or student’s family member, staff, agents, representatives, officers, consultants, trustees, and volunteers within 48 hours of testing positive for COVID-19 or the development of symptoms consistent with COVID-19.
- d. In addition to the requirements of subparagraph (c), VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of

OUSD student or student's family member, staff, agents, representatives, officers, consultants, trustees, and volunteers to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.

- e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any

rights in, or inure to the benefit of, any third party except as expressly provided herein.

25. **Conflict of Interest.**

- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
- b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
- c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.

26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD 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.

28. **Indemnification.**

- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“OUSD Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR’s performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR’s own expense, including attorneys’ fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (“VENDOR Indemnified Parties”) from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD’s performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD’s own expense, including attorneys’ fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other

representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.

30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly

disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.

36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
40. **Signature Authority.**
 - a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
 - b. Notwithstanding subparagraph (a), only the Superintendent,

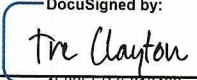
Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.
41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Tré Clayton

Signature: 
4F82EEB7F813402...

Position: Executive Director

Date:

9/1/2022

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for

any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Gary Yee

Signature: 

Position: President, Board of Education
X Board President
 Superintendent
 Chief/Deputy Chief/Executive Director

Date: 9/29/2022

Name: Sondra Aguilera

Signature: 

Position: Acting Secretary, Board of Education

Date: 9/29/2022

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Vendor will provide training in baseball and softball for elementary school students. Although the primary focus is on teaching the physical aspect of the sport, vendor equally values and integrates the social-emotional learning that is commonplace on the baseball diamond while striving to create a well-rounded experience for youth that is both fun and mentally enriching. Vendor will provide services through a series of full-day sessions on Saturdays as well as integration into after school programs at sites mutually agreed to by vendor and the Community Schools and Student Services Department. Locations and levels of services to be captured via 2022 Expanded Learning Opportunities Program Physical Enrichment Program Plan and Budget tools (attached).

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

[Click or tap here to enter text.](#)

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: [\\$Click or tap here to enter text.](#) per hour

Daily Rate: [\\$Click or tap here to enter text.](#) per day

Weekly Rate: [\\$Click or tap here to enter text.](#) per week

Monthly Rate: [\\$Click or tap here to enter text.](#) per month

Per Student Served Rate: [\\$Click or tap here to enter text.](#) per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

As described in attached Physical Enrichment Program Plan and Budget

2. **Specific Outcomes:** (A) *What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school 95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need?* (B) *Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..."* C. *If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."*
Students will learn to make decisions for their lifelong wellbeing while being physically active.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** *Please select the appropriate option below:*

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:
Click or tap here to enter text.
- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
- Meeting announcement for meeting in which the SPSA modification was approved.
 - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 - Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Adapting Services for Students with Disabilities:** If VENDOR will provide direct services to students under this Agreement, describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities:

Vendor will use modified equipment for instruction (i.e. sponge balls, and sponge-covered bats). Secondly, if permissible, vendor would like to review the student's IEP in order to find the best practices and

accommodations for instruction. Lastly, vendor will differentiate instruction in order to accommodate their capabilities.

5. **Waivers:** *OUSD has waived the following. Confirmation of the waiver is attached herewith:*

Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)

Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Cover Sheet	
Sports Organization Name:	2COACHU
Authorized Signatory Name:	Eric CLayton
Authorized Signatory Job Title:	CEO
Authorized Signatory Email Address:	coachclayton@2coachu.net
Authorized Signatory Phone #:	510-867-0917
Authorized Signatory Address	7031 Colton Blvd. Oakland, CA 94611
Contract Management Question: <i>Describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities (e.g. within the intersession program and/or site-based program):</i>	When serving our disabled community, we plan to, first, use modified equipment for instruction (i.e. sponge balls, and sponge-covered bats). Secondly, if permissible, we would like to review the student's IEP in order to find the best practices and accommodations for instruction. Lastly, we will differentiate our instruction in order to accommodate their capabilities.

Program Options:

9-hr Intersession Programs (\$1,000/coach/day)

2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Date of Intersession Program	Program Description	Total # of Coaches (20:1 Student/Staff ratio)	Total # of Students Served (Max 100 Students)	Proposed Budget
03/04/2023	<i>Baseball/Softball</i>	6	100	\$6000
03/11/2023	<i>Baseball/Softball</i>	6	100	\$6000
03/18/2023	<i>Baseball/Softball</i>	6	100	\$6000
03/25/2023	<i>Baseball/Softball</i>	6	100	\$6000
04/15/2023	<i>Baseball/Softball</i>	6	100	\$6000
04/22/2023	<i>Baseball/Softball</i>	6	100	\$6000
04/29/2023	<i>Baseball/Softball</i>	6	100	\$6000
05/06/2023	<i>Baseball/Softball</i>	6	100	\$6000
05/13/2023	<i>Baseball/Softball</i>	6	100	\$6000
05/20/2023	<i>Baseball/Softball</i>	6	100	\$6000
			Total:	\$60,000

6-Week Site Based Sports Program (1hr/2xWeek) \$2,400 per 20 students

Preferred School Site	Preferred Season (Fall, Winter, or Spring)	Total Number of Program Offerings	Program Description	Total # of Coaches (20:1 Student/Staff ratio)	Total # of Students Served (Max 100 Students)	Budget
Madison Academy Lower	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800

2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Bella Vista	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
East Oakland Pride	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
Esperanza Elementary	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
Redwood Heights	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
ICS/TCS	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
Manzanita Community	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
Manzanita SEED Elementary	Fall	8-Program offerings (K-5)	Baseball	2	40	4,800
					Total:	38,400

Interession Sports Services

Agency			Amount
Name:	2COACHU		
	Description		
	Instructors (Please list each staff position separately)		
	Interession #1 (March 4) Baseball/Softall -	\$	6,000.00
	Interession #2 (March 11) Baseball/Softall -	\$	6,000.00
	Interession #3 (March 18) Baseball/Softall -	\$	6,000.00
	Interession #4 (March 25) Baseball/Softall -	\$	6,000.00
	Interession #5 (April 15) Baseball/Softall -	\$	6,000.00
	Interession #6 (April 22) Baseball/Softall -	\$	6,000.00
	Interession #7 (April 29) Baseball/Softall -	\$	6,000.00
	Interession #8 (May 6) Baseball/Softall -	\$	6,000.00
	Interession #9 (May 13) Baseball/Softall -	\$	6,000.00
	Interession #10 (May 20) Baseball/Softall -	\$	6,000.00
SUBTOTALS			
	TOTAL DIRECT SERVICES	\$	60,000.00
INDIRECT			
	4% OF DIRECT SERVICES	\$	2,400.00
TOTAL			
	TOTAL FOR INTERSESSION SERVICES	\$	62,400.00

After School Sports Services

Agency Name:	Description	Amount
	Instructors (Please list each staff position separately)	
	Madison Academy Lower Staff (K-3)	\$ 2,400.00
	Madison Academy Lower Staff (4-5)	\$ 2,400.00
	Bella Vista Staff (K-3)	\$ 2,400.00
	Bella Vista Staff (4-5)	\$ 2,400.00
	East Oakland Pride Staff (K-3)	\$ 2,400.00
	East Oakland Pride Staff (4-5)	\$ 2,400.00
	Esperanza Elementary Staff (K-3)	\$ 2,400.00
	Esperanza Elementary Staff (4-5)	\$ 2,400.00
	Redwood Heights Staff (K-3)	\$ 2,400.00
	Redwood Heights Staff (4-5)	\$ 2,400.00
	ICS/TCS Staff (K-3)	\$ 2,400.00
	ICS/TCS Staff (4-5)	\$ 2,400.00
	Manzanita Community Staff (K-3)	\$ 2,400.00
	Manzanita Community Staff (4-5)	\$ 2,400.00
	Manzanita SEED Elementary Staff (K-3)	\$ 2,400.00
	Manzanita SEED Elementary Staff (4-5)	\$ 2,400.00
SUBTOTALS		
	TOTAL DIRECT SERVICES	\$ 38,400.00
INDIRECT		
	4% OF DIRECT SERVICES	\$ 1,536.00
TOTAL		
	TOTAL FOR AFTER SCHOOL SERVICES	\$ 39,936.00

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):
OAKLAND UNIFIED SCHOOL DISTRICT ATTN: RISK MANAGEMENT 1000 BROADWAY SUITE 440 OAKLAND CA 94607
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE EDUCATION GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this endorsement. This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Corporal Punishment	Included	2
Non-Owned Aircraft	Included	3
Non-Owned Watercraft	Included	3
Extended Liquor Liability	Included	3
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$20,000	4
Per Campus - General Aggregate	Included	4
Damage to Premises Rented to You	\$1,000,000	4
Supplementary Payments - Bail Bonds	\$3,000	5
Supplementary Payments - Loss of Earnings	\$1,000 per day	5
Newly Formed or Acquired Organizations	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Knowledge of Occurrence, Claim or Suit	Included	6
Property Damage Liability - Elevators	Included	6
Property Damage Liability - Borrowed Equipment	Included	6
Liberalization Clause	Included	7
Amendment of Pollution Exclusion (Premises)	Included	7

Pollution Exception for Classroom Activities	\$100,000	7
Limited Contractual Liability Coverage for Personal and Advertising Injury	Included	8
Limited Property Damage to Property of Others	\$5,000	9
Additional Insured - Athletic Activity Participants	Included	9
Additional Insured - Manager or Lessor of Premises	Included	10
Additional Insured - Funding Sources	Included	11
Additional Insureds - By Contract	Included	11
Primary and Non-Contributory Additional Insured Extension	Included	13
Additional Insureds - Protection of Your Limits	Included	13
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	14
Property Damage Extension With Voluntary Payments	\$1,000/\$5,000	14
Limited Fungi or Bacteria Coverage	\$30,000	14
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	15
Who Is An Insured - Educators	Included	15
Broadened Personal and Advertising Injury	Included	16
Educational Broadcasting and Publication - Personal and Advertising Injury	Included	16

A. CORPORAL PUNISHMENT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, exclusion **a. Expected Or Intended Injury** is replaced by the following:

This insurance does not apply to:

- a.** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1)** The use of reasonable force to protect persons or property; or
- (2)** Corporal punishment to your student administered by or at the direction of any insured.

B. NON-OWNED AIRCRAFT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

C. NON-OWNED WATERCRAFT

Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 60 feet long; and
 - (b)** Not being used to carry persons or property for a charge

D. EXTENDED LIQUOR LIABILITY

Under **SECTION I - COVERAGE A - Bodily Injury And Property Damage Liability, 2. Exclusions**, the following is added to **c. Liquor Liability**:

This exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving, or furnishing of alcoholic beverages at any specific function or activity which is held for 15 consecutive days or less for which you:

1. Are not required by state or local law/regulation to secure or maintain an alcoholic beverage permit or license; or
2. Are required by state or local law/regulation to secure or maintain only a alcoholic beverage permit or license that is valid for 15 days or less.

E. BODILY INJURY - MENTAL INJURY, MENTAL ANGUISH, HUMILIATION OR SHOCK

Under **SECTION V - DEFINITIONS**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

F. MEDICAL PAYMENTS

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$20,000; or
- b. The amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

G. PER CAMPUS - GENERAL AGGREGATE

Under paragraph 2. of **SECTION III - LIMITS OF INSURANCE** the following is added:

A separate General Aggregate Limit applies to each "campus".

The following definition is added to **SECTION V - DEFINITIONS**:

"Campus" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. DAMAGE TO PREMISES RENTED TO YOU

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

- (a) The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. Rupture, bursting, or operation of pressure relief devices;
- ii. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. Explosion of steam boilers, steam pipes, steam engines, or steam turbines; or

iv. Flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of **\$1,000,000** or the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

3. As regards coverage provided by this provision **I. DAMAGE TO PREMISES RENTED TO YOU** - paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

I. SUPPLEMENTARY PAYMENTS

1. In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision, paragraph **1.b.** is replaced with:

b. Up to **\$3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$1,000** a day because of time off work.

J. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.** of **SECTION II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

- d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - Commercial General Liability Conditions**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

L. KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. You, if you are an individual;
- b. A partner, if you are a partnership
- c. An executive officer or insurance manager, if you are a corporation.
- d. School administrators

M. PROPERTY DAMAGE LIABILITY - ELEVATORS

- 1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators.

- 2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

N. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

- 1. Under paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury and Property Damage Liability**, Subparagraph **(4)** of exclusion **j. Damage To Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations.

- 2. The following is added to **Section IV - Commercial General Liability Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any insurance, whether primary, excess, contingent or on any other basis.

O. LIBERALIZATION CLAUSE

If we revise this General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

P. AMENDMENT OF POLLUTION EXCLUSION (PREMISES)

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This subparagraph (a) does not apply to "bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" but only if the:

actual discharge, dispersal, seepage, migration, release or escape of pollutants satisfies each of the following conditions:

- (aa)** It commences on a clearly identifiable day during the policy period; and
 - (bb)** It ends, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
 - (cc)** It is discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
 - (dd)** It is neither expected nor intended from the standpoint of any insured; and
 - (ee)** It is unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
 - (ff)** It does not originate at or from a storage tank or other container, duct or piping that:
 - a.** Is below the surface of the ground or water; or
 - b.** At any time has been buried under the surface of the ground or water and then is subsequently exposed.
2. For the purposes of this coverage, the following is added to the definition of "property damage" of **Section V - Definitions** and applies only as respects this coverage:

"Property damage" does not include land or water, whether below ground level or not.
 3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged to have occurred.

Q. POLLUTION EXCEPTION FOR CLASSROOM ACTIVITIES

1. The following is added to paragraph **(1)(a)** of Exclusion **f.** **Pollution** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This subparagraph (a) does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

- 2. When the Total Pollution Exclusion endorsement, **CG 21 55** or **CG 21 65** is made a part of this Policy, paragraph 1. above does not apply and the following is added to provision (1) of Exclusion f. **Pollution** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** as amended by either endorsement **CG 21 55** or **CG 21 65**.

However, this exclusion does not apply to "bodily injury" or "property damage" that is caused, in whole or in part, by activities usual to classroom instruction on premises you own or rent.

The most we will pay under this exclusion exception, **Pollution Exception for Classroom Activities**, is a sub-limit of \$100,000.

R. LIMITED CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE B - Personal and Advertising Injury Liability**, exclusion **e. Contractual Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) liability for damages that the Insured would have in the absence of the contract or agreement; or
- (2) liability for "personal and advertising injury" if:
 - (a) the liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
 - (b) the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement; and
 - (c) the "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment.

Solely for the purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed damages because of personal injury described in paragraph **e.(2)(c)** above, provided;

- (i) liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

For the purposes of this coverage, the last two paragraphs of **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are deleted and replaced with the follow:

So long as the above conditions are met, attorneys fees incurred by us in the defense of the indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of **e.(2)** of this endorsement, such payments will not be deemed to be damages for "personal and advertising injury" as described in paragraph **e.(2)(c)** above and will not reduce the Limits of Insurance.

Our obligation to defend an Insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

1. we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
2. the conditions set forth above, or the terms of the agreement described in paragraph **2.f.** above, are no longer met.

S. LIMITED PROPERTY DAMAGE TO PROPERTY OF OTHERS

The following is added to paragraph (4) of Exclusion j. Damage To Property of Section I - Coverage A - Bodily Injury And Property Damage Liability:

4. However, this exclusion does not apply to personal property of others while in the temporary care, custody or control of an insured. For the purpose of this coverage extension, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
 - a. Coverage is otherwise provided by the Property Coverage Part (if any) of this Policy; or
 - b. The loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

We will pay up to \$5,000 for loss under this coverage extension.

These payments will not reduce the Limits of Insurance.

T. ADDITIONAL INSURED - ATHLETIC ACTIVITY PARTICIPANTS

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person representing you while participating in amateur athletic activities that you sponsor.

The insurance provided by this provision does not apply to:

- (a) "Bodily injury" to:
 - (i) another participant, your "volunteer worker" or your "employee"; or
 - (ii) you, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (b) "Property damage" to property;
 - (i) owned, occupied or used by;

(ii) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

any of your "employees", "volunteer workers", or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

U. ADDITIONAL INSURED - MANAGER OR LESSOR OF PREMISES

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract", and:

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury", "property damage", "personal and advertising injury".

2. With respect to the insurance afforded to the additional insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the additional insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the additional insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the additional insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

V. ADDITIONAL INSURED - FUNDING SOURCES

1. **Section II - Who Is An Insured** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the additional insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the additional insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the additional insured only applies to the extent permitted by law.
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

W. ADDITIONAL INSUREDS - BY CONTRACT

1. **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the offense resulting in "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. The additional insureds financial control of you; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage" occurs, or prior to when any offense resulting in "personal and advertising injury" is committed.

2. With respect to the insurance provided by this endorsement, the following are added to paragraph 2. **Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. 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:

- a. Required by the contract or agreement; or
 - b. 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.

X. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **Section IV - Commercial General Liability Conditions** is amended as follows:

As respects any additional insured, this insurance is excess unless:

- a. the additional insured is a named insured under such other insurance; or
- b. you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Y. ADDITIONAL INSURED - PROTECTION OF YOUR LIMITS

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us; as soon as practicable;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

Z. BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (SUBROGATION)

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others to Us**:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

AA. PROPERTY DAMAGE EXTENSION WITH VOLUNTARY PAYMENTS

- 1. The following is added to paragraph 1. **Insuring Agreement** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

At your request we will pay for "property damage" to property of others caused by your business operations. Such payment will be made without regard to your legal obligation to do so. The "property damage" must occur during the policy period and must take place in the "coverage territory".

- 2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions of Section I - Coverages A - Bodily Injury And Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

- 3. With respect to the coverage afforded under paragraph 1. above, **Section III - Limits of Insurance** is replaced by the following:

- 1. Subject to 2. below, the most we will pay for any one incident is **\$1,000**.
- 2. The most we will pay for the sum of all "property damage" in the policy period is **\$5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **Section III - Limits of Insurance**.

BB. LIMITED FUNGI OR BACTERIA COVERAGE

- i. The following are added to **SECTION III - LIMITS OF INSURANCE**:

- a. Subject to paragraphs 2. and 3. of **SECTION III - LIMITS OF INSURANCE**, as applicable, a Fungi and Bacteria Liability Aggregate Limit of \$30,000 is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C for Medical Payments arising out of one or more "fungi or bacteria incidents".

b. Paragraphs 5., the Each Occurrence Limit, paragraph 6., the Damage to Premises Rented to You Limit, and paragraph 7., the Medical Expense Limit, of **SECTION III - LIMITS OF INSURANCE** continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.

ii. The following definitions are added to the **Definitions** Section:

a. "**Fungi**" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

b. "**Fungi or bacteria incident**" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. A "fungi or bacteria incident" does not include the ingestion of "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

Any Fungi or Bacteria Exclusions that may apply to the Commercial General Liability Coverage Form do not apply to this Additional Coverage.

DD. WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury":

- a. arising out of "bodily injury" excluded by Section I - Coverage A, Exclusion 2.a.;
- b. arising out of "personal and advertising injury" excluded by Section I - Coverage B, Exclusion 2.a; and
- c. caused in whole or in part by their intoxication by liquor or controlled substances.

When an "employee" is an insured under this section, this coverage is excess over any other valid and collectable insurance available to them.

EE. WHO IS AN INSURED - EDUCATORS

i. The following is added to paragraph 2. Of **SECTION II - WHO IS AN INSURED**:

- a. school administrators, student teachers, substitute teachers and teaching assistants.
- b. your students participating in a supervised internship program in satisfaction of curriculum requirement, but only while performing services or activities within the scope of the internship program.
- c. parent-teacher organizations or associations are insured, but only if the organization or association is under the direct supervision of you governing board and only while performing services or activities authorized by you. A parent-teacher organization or association is not an insured if it is insured under any other insurance.

FF. BROADENED PERSONAL AND ADVERTISING INJURY

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:
 - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

GG. EDUCATIONAL BROADCASTING AND PUBLICATION - PERSONAL AND ADVERTISING INJURY

- i. Under paragraph 2. **Exclusions** of **SECTION 1 - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, provision **j.(1)** does not apply to your activities as an educational institution.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-23-2022

GROUP:
 POLICY NUMBER: **9322845-2022**
 CERTIFICATE ID: **1**
 CERTIFICATE EXPIRES: **08-16-2023**
08-16-2022/08-16-2023

**OAKLAND UNIFIED SCHOOL DISTRICT
 1000 BROADWAY STE 300
 OAKLAND CA 94607-4099**

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

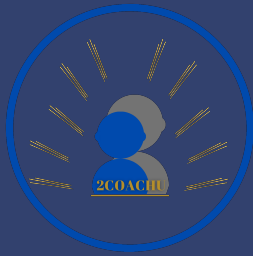
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

**2COACHU
 905 AVIS DR
 EL CERRITO CA 94530**

NA

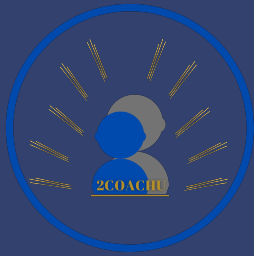


2COACHU
7031 Colton Blvd
Oakland, CA 94611
info@2coachu.net

Statement of Qualifications

2COACH has been providing academic and athletic instruction since its inception in 2019. In response to the COVID-19 outbreak, 2COACHU created a virtual learning lab (VLL) for at-risk youth to complete remote learning at our location with the assistance of tutors and mentors. For 2020 and 2021, this was our primary function outside of community wide events. In order to maintain a physical education component for the VLL, we taught students the fundamentals of baseball and softball. This component proved extremely successful and became a centerpiece of the work our nonprofit wanted to continue providing. Since then, 2COACHU has sponsored a little team and provided instruction through the Oakland Babe Ruth and Oakland Athletic League. All operations for these programs have been led by our nonprofit's founder, Coach Eric Clayton. He has been providing baseball instruction for over 30 years in the greater San Francisco Bay Area.

Coach Clayton is the former head coach of Oakland Technical High School where he directed the varsity and junior varsity programs from 2003-2013. During his tenure, Oakland Tech won 5 OAL Championships and 3 Transbay Championships under his leadership. Last year, at the

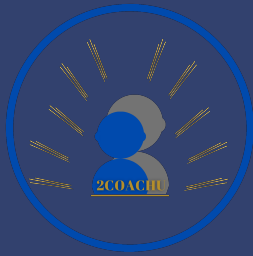


OAL's request, he, along with 2COACHU, coordinated and piloted the afterschool baseball training program at three OUSD elementary schools (i.e. Redwood Heights, Madison Academy and Bella Vista). Serving over 120 students, this pilot proved highly successful and greatly adhered to by students, faculty, and parents.

Thank you,

Eric Clayton

Eric Clayton, CEO



2COACHU
7031 Colton Blvd.
Oakland, CA 94611
info@2coachu.net

Agency Letter

All coaching employees will be required to have passed fingerprinting review by the CA DOJ, Tb testing requirements, and mandate reporting under our umbrella before engaging with students.

Our ATI number is B306CLT434 and will accompany every invoice we submit to OUSD on behalf of 2COACHU. Supporting staff for both school-based model and intersession model will have first-aid, concussion and CPR certifications.

Thank you,

Eric CLayton

Eric Clayton, CEO



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) #21-120ExLO

SPORTS-BASED YOUTH DEVELOPMENT PROGRAM EXPANDED LEARNING

* Submit proposals and all questions/inquiries to:

**OAKLAND UNIFIED SCHOOL DISTRICT
Attention: Procurement Department
900 High Street, 2nd Floor
OAKLAND, CA 94601**

email: francisco.flores@ousd.org
phone: (510) 437-6311

**Proposals Due:
Friday, June 17th, 2022 @ 2:00 p.m.**

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE GOVERNED BY
THE CALIFORNIA EDUCATION AND PUBLIC CONTRACT CODES.

Submission Deadline & Process:

Bids must be received prior to or on **Friday, June 17, 2022 at 2:00pm**

Provider to submit:

- (1) Hardcopy Proposal
- (1) USB - Electronic RFP version

Proposal shall be clearly marked: **“Response to RFP No. 21-120ExLO”**

Proposal shall be submitted to:

**OAKLAND UNIFIED SCHOOL DISTRICT
SPORTS-BASED YOUTH DEVELOPMENT PROGRAM
FOR EXPANDED LEARNING OFFICES
Attention: PROCUREMENT DEPARTMENT
900 High Street
OAKLAND, CA 94601**

Bids received later than the designated time and specified date will be returned to the proposer unopened. **Facsimile (FAX) copies of the proposal will not be accepted.**

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any irregularity in the bidding process.

Copies of the RFP/Bid documents may be obtained from **Oakland Unified School District, Procurement Department’s website** <https://www.ousd.org/procurement>, if you have specific questions or concerns regarding RFP, you may contact us by email to: procurement@ousd.org.

** Applications submitted after 2:00 pm (PST) , June 17, 2022 will not be considered.*

*** Applications submitted by facsimile, telephone or electronic mail will not be accepted.*

A. Table of Contents

A. Table of Contents	3
B. Schedule	5
C. Required Supporting Documentation	6
D. Introduction and Overview	7
Term of the List of Qualified Agencies	9
Overview of OUSD Expanded Learning Programs	9
E. Funding	10
F. Sport Based Program Operation	10
G. Enrollment, Attendance, and Evaluation Documentation	11
H. Contract ad Payments	11
I. RFP Process	11
J. Minimum Proposals	12
K. Application Submission Contents	13
L. Application Submission Details	13
M. Evaluation and Selection	13
Evaluation Rubric	
N. Terms & Conditions for Receipt of Applications	15
Errors and Omissions by Applicant	15
Change Notices	15
Failure to Object to Errors and Omissions in Application	15
Financial Responsibility	15
Proposer's Obligations Under the Conflict of Interest Laws and Board Policies	15
Reservations of Rights by the District	15
No Waiver	16
O. Standard Contract Provisions	16
APPENDIX I: RFP Application	17
2022 OUSD Request for Proposals Application (Template)	17
APPENDIX II: Application Questions	19
ORGANIZATIONAL CAPACITY (2-3 pages double space)	19
FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)	20
AGENCY INFRASTRUCTURE (2 Pages)	21
YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (3 Pages)	21

APPENDIX III. Instructions for RFP Application Submission:	22
Required Supporting Documentation Instructions:	22
APPENDIX IV: Sample of OUSD Services Agreement (do not complete)	23
APPENDIX V: Appeals Process for Applicants	46

This RFP document and additional materials referenced within can be accessed at the OUSD website: www.ousd.org/afterschool. Select the “2022 Sports-Based Youth Program Request for Proposals ” link under “Afterschool Programs.” Any updates on the RFP process will be posted here and you may sign up for our mailing list, so applicants are encouraged to visit the webpage.

B. Schedule

Event	Date
RFP Process 2022 Announced	May 20, 2022
RFP Pre -Bid Conference (Virtual)	May 31, 2022 @ 1:00 p.m. (Zoom link on Procurement Website)
RFP Deadline for Questions	June 3, 2022 @ 2:00 p.m.
RFP Submission Date	Friday, June 17, 2022 @ 2:00 p.m.
RFP Proposal/Bid Opening (Virtual)	June 20, 2022 @ 1:00 p.m. (Zoom link on Procurement Website)
Organization Status Notifications	July 1, 2022
Deadline to Appeal Decision	July 8, 2022
Status Notification Publicized	August 2022

OUSD will use every effort to adhere to the schedule. However, OUSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at www.ousd.org/procurement.

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

What is an RFP? An RFP (Request for Proposals) is a Proposal-based selection process, in accordance with Public Contracts Code section 20111.5. It is a request by OUSD Dept. of Expanded Learning for organizations to submit their Proposals to be considered as an OUSD sport-based provider for expanded learning programs, after which OUSD will determine which providers are qualified and award contracts based on that determination.

What is a Pre-Bid Conference? A pre-bid conference is conducted to clear up any confusion regarding project details, scope of work and solicitation of documents that outside providers may have. In addition, outside providers will have an opportunity to ask questions.

C. Required Supporting Documentation

To support RFP responses and verify organizational Proposals, the following documentation is required. The *Application Questions* in Appendix II will directly reference these documents and ask for an elaboration of the information these documents provide. These documents do not count towards the 5-page limit for the RFP application described in Appendix II. Additionally, please label all supporting documents clearly according to this list:

- 1) Submission of sample(s) schedule of the sports-based youth development program organization wishes to offer. Either a school-based model, an intercession model, or both. Therefore, when submitting a weekly schedule, the organization needs to incorporate questions in the application form during the service category (targeted demographic, grade levels, # of school-based sites, which intercession--fall, winter, spring, etc.)
- 2) Program budget pertaining to the program schedule (see Application Question 2 in Appendix II for details)
- 3) Letters of Reference (maximum of 2)
- 4) Statement of Qualifications
 - A. A Statement of Qualifications is paragraph or two on the organizations letterhead that explains why they are qualified to provide this services.
- 5) Commercial General Liability Insurance Coverage via an ACORD sheet.
 - A. Address in the "Certificate Holder" section: Oakland Unified School District, Attn: Risk Management; 1000 Broadway, Suite 440, CA 94607
 - B. Policy Limits: 1,000,000 per occurrence / \$2,000,000 aggregate
 - C. Policy Endorsement that names OUSD as an additional Insured (from the Agent): this is a Separate document from above.
- 6) Agency Letter that states the following:
 - A. All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.
 - i ATI Numbers will need to appear on all invoices submitted to OUSD
 - ii Proof of fingerprint passage and TB Test passage of staff working at OUSD will be available to OUSD upon demand.
 - B. Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - C. Designated staff supporting the intersession model must have first-aid, concussion, and CPR certified.

D. Introduction and Overview

The Oakland Unified School District (OUSD) Department of Expanded Learning (ExLO) and Oakland Athletic League (OAL) invites interested organizations to apply for the sports-based youth development programs serving youth, particularly TK-6th grades, to provide entry point for youth to have the opportunity to participate in middle and high sports activities. Sports-based youth development organizations must support and align with the OUSD's strategic plan to create equitable and joyful schools.

The push for the Expanded Learning Office's to provide sports-based youth development is founded in these local and national data.

- Low-income kids are 6 times more likely to quit sports due to costs (*Source. Project Play*)
- 1 out of 3 girls felt their schools were not offering girls, sports that interested them, and 1 out of 4 had challenges around participating due to family responsibilities or lack of money (*Source. Go Out & Play: Youth Sports in America, WSF, 2008. Coaching Corps*)
- Kids quit most sports by age 11 (*Project Play*)
- Girls, enter sports later, participate in lower numbers and drop out sooner in many settings. Urban and rural girls drop sports at twice the rate of boys. (*Source. Go Out & Play: Youth Sports in America, WSF, 2008. Coaching Corps*)
- High school girls who play sports are less likely to be involved in an unintended pregnancy; more likely to get better grades in school and more likely to graduate than girls who do not play sports. (*Source. Women's Sports Foundations founded by Billie Jean King*)

Therefore, our sports-based youth development program approach primary focus is to increase the menu of sports-based youth development programs to our TK-6th grade students. Secondly, increase access to youth sports programs within our elementary sites across Oakland, which will help increase participation in the middle and high school sports for girls and students who do not usually have access to sports programs. Thirdly, create the condition for "equalable play." The sport-based youth development organizations will be an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening our district, expanded learning system, and community.

Oakland Unified School District's (OUSD) mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent teachers/coaches every day. Expanded Learning supports this mission while holding our values of equity, joy, and liberation for youth and adults with the express purpose of interrupting inequity, examining biases, creating inclusive, and just conditions for all students to achieve equally high outcomes.

Eligible sports-based youth development organizations will help all students develop strong social-emotional skills, leadership, and foundational knowledge of the sports. In addition foster sportsmanship, teamwork, and an appreciation for an athletes' mindset to further play in middle and high school sports programs.

The two types of sports-based youth development programs that the Expanded Learning Office is hoping to solicit CBOs to apply are (i) the sports-based youth development at the school site, is the **school-based model (SBI)**, and (ii) the **intercession model (IM)** during the 2022-23 school year serving across all of the OUSD elementary schools.

(i) The **School-based Model of Sports-Based Youth Program**. This model provides youth with multiple weeks (ranging from 4 to 8 weeks) of sports program within the context of the after-school hours (Monday-Friday 3-6pm) and working directly with the approved OUSD Expanded Lead Agencies. Interest CBOs must provide 2-days a week, 45-60 minute sessions, of the sports program that meets ASES and 21st CCLC physical activity component; of a warm-up, organize sports activities, and a cool down. Each CBO is required to have a 20:1 ratio (except for TK/K, which is 10:1 ratio). The ratio of students to staff may vary based on the types of the youth-based program (high-risk, high supervision, etc.). The OUSD Expanded Learning Office will approve the students to staff ratio before the contract is agreed upon.

The 51-OUSD elementary schools/programs will select which eligible sports-based programs will be a match for the students/community. *Note: The Expanded Learning Office does not guarantee organization placement to school or the number of school sites that will opt into the sports program.

(ii) The **Intercession Model of Sports-Based Youth Program**. This model provides youth with a weekend or a week-long sports program at a location. The approved organization must “offer a 9-hour of program” for each day of operation. This includes program early admission, registering/checking-in students to signing students out, and programs. The Intercession model is structured like a camp-style format to invite 51-elementary students to register for the “Intercession Model” program.

Organizations can apply both models but must demonstrate the capacity and history of providing the sports-based youth development program.

<p>School-Based Model: Offer multiple weeks of sport-based programming either 2-days of the week serving 20 students per site.</p>	<p>Intercession Model (Offering 9-hours of programming)</p> <ul style="list-style-type: none"> ● Weekends (Saturday, Sunday, or both days) ● Fall Break: week-long offering ● Winter Break: week-long offering ● Spring Break: week-long offering
---	--

Example of School-Based Model:

*4 week program at Jackson Elementary School
(Serving TK-2nd on Tuesday/Thursday for 45 to 60 minutes
and 3rd-5th grade on Monday/Friday)*

*6 week program at El Pena Academy
(Serving TK-1st grade on Tuesday/Thursday for 45 to 60 minutes
and 2nd-3rd grade on Monday/Friday, and 4th/5th on Wednesday)*

Example of Intercession (“9-hours” of Program Offering)

*8:00-9:00 Early Registration and orientation
9:00-11:00 Morning (AM Session) serving TK-2nd grades
11:00 Dismal
11:00-12:00 Break
12:00-1:00 Lunch
1:00 - 3:00 Afternoon (PM Session) serving 3rd-5th grades
3:00-4:00 Free Play and Pick-up*

Term of the List of Qualified Agencies

The Request for Proposals (RFP) for sport-based organizations will result in a list of OUSD vetted sport-based organizations which OUSD will enter into a one-year contract. The selection and scheduling of the sports provider are at the discretion of the Expanded Learning Office, the expanded learning lead agency, and the school site administrator (Principal). School year schedules are created through a partnership between the sport-based organization and the Expanded Learning Office. Once selected to serve as a sport-based provider, the organization will work directly with the Expanded Learning Office to schedule the menu of sports-based youth development programs throughout the year starting in August to May before the contract is agreed upon.

Overview of OUSD Expanded Learning Programs

OUSD Expanded Learning Programs strive to create and sustain "safe haven" environments where Oakland children and youth can access expanded learning opportunities and integrated education, health, cultural, and enrichment programs outside of school hours or the regular school year. OUSD Expanded Learning Programs operate in elementary, middle, and high schools across the city of Oakland.

When programming is conducted in-person, over 9,000 students across 80 schools participate in OUSD expanded learning programs that operate Monday - Friday until 6:00 pm. Students who participate in expanded learning programs every day receive an additional 540 hours of learning by the end of the school year, equivalent to 90 additional days of school. In these valuable after-school hours, students engage in youth development activities that foster their physical health, social-emotional learning/well-being, and support their academic achievement in school. In order to meet these goals, the quality and success of the District's expanded learning programs are critical.

These expanded learning and summer programs are aligned with efforts in Oakland to improve young people's educational outcomes, including Oakland's investment in Kids First! The legislative initiative goal to "Help Children and Youth Succeed in School and Graduate High School" and the Oakland Unified School District's Full-Service Community Schools initiative seeks to provide health, education, and social services to youth, and their families, and the community.

OUSD expanded learning and summer programs offer critical support to schools, students, and their families. In addition to providing children and youth with sanctuary, quality expanded learning programs to support students academically and socially, OUSD expanded learning programs serve a large proportion of youth who typically benefit from additional learning support, including students from low-income households (75%) and English Learners (31%). Additionally, approximately 25% of OUSD after-school participants are African American and 45% are Latino.

OUSD seeks sport-based organizations whose mission and vision closely align and support the District's strategic plan and vision for Full-Service Community Schools.

High-quality sport-based organizations must satisfy the physical activity grant funding requirements— detailed further below and in the MOU—and provide additional opportunities for youth to practice the social skills they need to succeed.

E. Funding

Sports-based youth programs will be funded through the Expanded Learning Opportunity Program (ELO-P). The California Department of Education (CDE). CDE introduced ELO-P funding in 2021 to increase expanded learning opportunities for unduplicated students. The CDE grant required the grantee to record student participation through a database called Aeries, an OUSD's internal attendance tracking system.

- Example of suggested budget when providing a **school-based model**:
 - Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 4 weeks (# of days) = \$1,600 x 5 sites = \$8,000
 - Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 5 weeks (# of days) = \$2,000 x 5 sites = \$10,000
 - Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 6 weeks = \$2,400 x 5 sites (# of days) = \$12,000
 - Example of suggested budget when providing **intercession model** (i.e. Saturday Camp)
 - \$350 per coach per session (Morning Session and afternoon session) = \$700
 - Propose flat rate to host 9-hours
 - Ex: 1-Staff/Sports Coach at \$350 per session x 2 sessions x 1 days = \$700 x 5 coaches (serving 100 youth) x \$700 = \$3,500

F. Sport Based Programs Operation

Approved sports-based youth program organizations must have an organizational infrastructure to provide sports programs throughout the year. Therefore, interested organizations need to review and consider the list of expectations of each program model before applying to be the sport-based program.

[School-based model (labeled as "SBM" and intercession model labeled as "IM")]

- Interested organizations must be able to provide sports-based programs at a minimum of 2-schools when providing a school-based program model. (SBM)
- Interested organizations must uphold the grant, district compliance, and program quality standards (e.g. attendance, safety training, participation in sports-based learning provided by the district, Positive Coaching Alliance, etc). (SBM & IM)
- Interested organizations implement sign in/out procedure
- Interested organizations, when providing district snacks will comply with district protocol and federal requirements
- Interested organizations must incorporate ASES and 21st CCLC physical activity component of a warm-up, organize sports activities, and a cool down
- Interested organizations must serve a 20:1 ratio (students: staff). (SBM)
 - Will collaborate with the ExLO Office to identify the maximum number of students participating during school-based model or intercession model. (IM)
- Approved sports-based organizations provide school-based or intercession models and work with the ExLO Office to offer high-quality sports programs and meet district safety requirements or grant compliance to ensure continual funding. (SBM & IM)

G. Enrollment, Attendance, and Evaluation Documentation

Approved sport-based youth program organizations will need to consider CDE Guidelines, OUSD Expanded Learning Office expectations, and site-level input (e.g. site administrator) when it comes to student enrollment consideration, attendance protocol, and programmatic evaluation.

- a. **Enrollment:** The approved sport-based organization must work under the umbrella of the expanded learning provider and track all student participation.
- b. **Attendance:** Attendance must be tracked for all camps and must be turned into the expanded learning provider.
- c. **Evaluation:** The expanded learning provides yearly evaluation of programs and works to get feedback from students, community, and partners.

H. Contract and Payments

Sport-based youth program organizations that are approved through the process described in this RFP must enter a 1-year contract with OUSD. They may not begin operating at a school site unless the District and agency have executed a contract on the District's template. Invoices are processed on a cost-reimbursement basis for actual expenditures incurred.

I. RFP Process

Any sport-based youth program organization applying for the 2022 - 23 school year and/or beyond must successfully complete the sport-based RFP process and earn *highly recommended* or *conditionally recommended* status, detailed below. Therefore, an organization that does not successfully complete the RFP process or does not earn a *highly recommended* or *conditionally recommended* status will not be contracted with OUSD to serve in the sport-based organization role in the 2022-23 school year.

Sport-based organizations that submit an RFP by the deadline will be assessed based on their RFP responses. Applications that have the potential to earn the *highly recommended* or *conditionally recommended* status and require additional information may be invited for an interview with the RFP Review Team.

Organizations completing this 2022 RFP process will be assessed and scored into one of the following three categories:

- 1) **Highly Recommended:** Organization has adequately demonstrated its capacity to serve in a sport-based role and fulfill *all* sports camp responsibilities outlined by OUSD and listed in Section III of this RFP and required document. This *highly recommended* status will be valid for up to 2022-2023 school years, depending on the organization's successful implementation of the agreed-upon scope of work.
- 2) **Conditionally Recommended:** Organization has adequately demonstrated its capacity to serve in the sport-based organization role and to fulfill *most, though not all*, of the responsibilities outlined by OUSD and listed in Section III of this RFP and required document. Organizations receiving this *conditionally recommended* status will be provided with specific feedback from the RFP Review Team on areas of responsibility where the organization has not adequately demonstrated effective capacity. This *conditionally recommended* status will be valid for up to one year. Within that

year, the community organization will be asked to provide the OUSD EXLO with additional evidence of its ability to fulfill all sport-based organization responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFP Review Team. At the end of this first conditional year, the community partner will be re-assessed by the OUSD EXLO team and re-categorized as *highly recommended*, *conditionally recommended*, or *not recommended*.

- 3) **Not Recommended:** Organization has not adequately demonstrated its capacity to serve in the sport-based organization role and to fulfill most of the responsibilities outlined by OUSD and listed in Section III of this RFP and required documents. Organizations receiving this *not recommended* status will not be included in the list of qualified sport-based organizations that will be shared with Principals and lead agencies. Organizations can appeal by following the instructions in the appeals process described in Appendix V.

OUSD will notify the sports-based youth development organization of its determination by June 12, 2022 via email. If OUSD determines that an organization is Not Recommended, the organization shall have the opportunity to contest that determination. Additional details regarding this process are contained in Section L.

J. Minimum Proposals

OUSD is seeking applications from established Sport-based youth program organizations that have demonstrable experience in operating skill building coaching in a camp setting for elementary school students. All organizations must provide acceptable documents demonstrating two (2) years of experience in the following areas:

- Providing program services to the students in the service category (ies) being applied for. Specifically, evidence of a positive track record of the capacity to effectively coordinate the skill building of sports as well as successful collaboration with the school site administrator, faculty and staff.
- Hiring, retention, and provision of professional development of appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
- Maintaining collaborative relationships with school site leadership and expanded learning providers (lead agencies) in the development and implementation of a high-quality sports focus program that supports the district's and the school's goals.

Sport-based youth program organizations that apply for the role must be able to comply with all requirements outlined in the standard OUSD contract (see Appendix IV for a sample of current year). For example, while a copy of the organization's current insurance coverage is required with this application, should the organization be chosen, it will need to attain the level of insurance outlined in the MOU.

K. Application Submission Contents

Failure to provide any of the following information or forms may result in an application being disqualified.

A Complete Lead Agency Application will consist of all the following required items:

- 1) **Proposal Cover Sheet** (see Appendix I for sample)
- 2) **Letter of Agreement** (no more than one (1) page): A one-page letter signed by the person authorized to obligate the proposing agency to perform the commitments contained in the application. The letter should state that the proposing agency is willing and able to perform the commitments contained in the application.
- 3) **Written Responses to Application Questions** (no more than 5 double-spaced pages in response to the four (4) titled sections that appear in Appendix II Application Questions), signed under penalty of perjury,
- 4) **Supporting Documents**, listed in (Appendix III).
- 5) **Sample Program Schedule and Summary:** Based on the sample program , please provide a sample program schedule along with a short description of each activity. No more than (2) pages.
- 6) **Sample of Sports Supplies/Equipements:** Based on the sample fiscal management and resources development section

L. Application Submission Details

FORMAT

All submissions must be on the RFP Application Form, typed using an easy to read 12-point font such as Arial or Times New Roman and one inch margins. All submissions must be double-spaced. All submissions must answer all four (4) titled sections below in no more than 5 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

M. Evaluation and Selection

For all applications, the completion of the application will be assessed first; applications that do not submit complete documentation demonstrating the capacity to meet the minimum requirements will not have the application reviewed.

Applications demonstrating the capacity to meet minimum requirements will have their Proposals evaluated and scored by an RFP Review Team made up of individuals with expertise in the relevant subject matter for which the application is submitted.

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Sports-Based Organization
Organizational Capacity and District Alignment (35 Points)	<ul style="list-style-type: none"> • Organization has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. • Organization can clearly articulate how their sports-based youth program model will support OUSD’s elementary students and provide age-appropriate activities/sports. . • Organization has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • The organization has extensive experience working in partnership with school sites and district leaders. • Organization has the capacity to serve OUSD’s diverse student demographics--i.e. serving multiple grade levels, girls, sport’s ability, English as a second language, cultural, etc. • Organization can clearly articulate and show evidence of implementing the two types of youth sports model--the Monday through Friday program during the out of school time and/or during the intercession, successful. • The organization has experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
Fiscal Management and Resource Development (15 Points)	<ul style="list-style-type: none"> • The organization has a strong budget template that clearly illustrates staffing costs, supplies, administrative costs, etc. within the model program of youth sports. • The organization clearly describes how it can secure additional funding to support high-quality sports-based youth development at . • The organization is able to clearly describe its systems, structures, and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record-keeping for auditing purposes.
Agency Infrastructure (15 Points)	<ul style="list-style-type: none"> • The organization supports successful program implementation and clearly describes organization staffing systems, and processes that will ensure that all responsibilities will be fulfilled effectively and with fidelity. • The organization has designated administrative systems and procedures in place to ensure that sports camps are operating in full compliance with requirements set forth by OUSD and the California Department of Education (CDE). • The organization shows the capacity to hire and support a clearly designated staff for each camp and maintain active collaboration with the school site administrator and other school faculty.
Youth Development Expertise and District Alignment (35 Points)	<ul style="list-style-type: none"> • The organization’s program model clearly supports youth development. Organization provides descriptions of successes and challenges serving Oakland youth.

Applicants must agree to abide by all OUSD policy requirements as outlined in the Appendix IV Boilerplate MOU checklist. The list of “Sports-based Organizations” will be utilized by school site Principals for a period of up to one year pending funding availability to select an organization to administer a sports camp program at various school sites.

N. Terms & Conditions for Receipt of Applications

Errors and Omissions by Applicant

Applicants are responsible for reviewing all portions of this RFP, and promptly notifying the District, in writing, if they discover any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the District promptly after discovery, but in no event later than five working days prior to the date for receipt of applications. Modifications and clarifications will be made by addenda as provided below.

Change Notices

The District may modify the RFP prior to the application due date by issuing Change Notices, which will be posted on the Procurement page of the OUSD website. The applicant shall be responsible for ensuring that its application reflects any and all Change Notices issued by the District prior to the application due date regardless of when the application is submitted. Therefore, the District recommends that applicants consult the website frequently, including shortly before the application due date, or sign up for our mailing list (<https://www.ousd.org/Page/14136>) for updates to ensure they have downloaded all Change Notices.

Failure to Object to Errors and Omissions in Application

Failure by the District to object to an error, omission, or deviation in the application will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

Financial Responsibility

The District accepts no financial responsibility for any costs incurred by applicants in responding to this RFP. Submissions of the RFP will become property of the District and may be used by the District in any way deemed appropriate.

Proposer's Obligations Under the Conflict of Interest Laws and Board Policies

A proposer must be aware that if the proposer will enter into a contract with the District, proposer/contractor shall be responsible to comply with conflict of interest laws and Board policies, which are briefly summarized in Section 11.4 ("Conflict of Interest") of the attached Appendix IV ("OUSD" sample contract). It is the responsibility of a contractor to comply with the law and OUSD Board policies. Submission of an application signifies that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Reservations of Rights by the District

The issuance of this RFP does not constitute an agreement by the District that any contract will actually be entered into by the District. The District expressly reserves the right at any time to:

- Reject any or all applications;
- Reissue a Request for Proposals ;
- Prior to submission deadline for applications, modify all or any portion of the selection procedures, including deadlines for accepting responses, the

specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the applications;

- Procure any materials, equipment or services specified in this RFP by any other means;
- Determine that no project will be pursued.

No Waiver

No waiver by the District of any provision of this RFP shall be implied from any failure by the District to recognize or take action on account of any failure by a proposer to observe any provision of this RFP.

O. Standard Contract Provisions

Any sports-based organization selected from the *Expanded Learning Qualified List* by an approved OUSD Lead Agency, and which chooses to enter into contract with OUSD, will enter into a contract substantially in the form of the Expanded Learning Sports-Based Youth Organization contract, attached hereto as Appendix IV. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The District, in its sole discretion, may select another qualified agency and may proceed against the original selectee for damages.

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template)

ASES, 21st CCLC, ELO-P, and ASSETS After-School Programs

Cover Sheet Template:

Organization Name			
Primary Contact Person:		Secondary Contact Person:	
Email:		Email:	
Telephone #:		Telephone #:	

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
		No
Are you currently providing sports programming in OUSD?		Yes
		No
If so, please list the sites that you are providing sports programming in OUSD schools.		
Have you provided sports programming in the past? If so, please identify the years and durations served.		Yes
		No
		# Years
Do you currently provide sports programming in other school districts besides OUSD?		Yes
		No
If yes , please list all school districts you have served.		

Services Category: Mark all that apply. What type of sports-based program are you interested in applying?

School-Based Model: Offer multiple weeks of sport-based programming either 2-days of the week serving 20 students per site.

- TK/K grade
- 1st grade
- 2nd grade
- 3rd grade
- 4th grade
- 5th grade
- 6th grade

Intercession Model (Offering 9-hours of programming)

- Weekends (Saturday, Sunday, or both days)
Indicate the targeted grade [-]
- Fall Break: week-long offering
Indicate the targeted grade [-]
- Winter Break: week-long offering
Indicate the targeted grade [-]
- Spring Break: week-long offering
Indicate the targeted grade [-]

Provide any additional information to explain your services category. The organization wishes to provide services, including the targeted grade level (TK-6th grades). When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intercession model, indicate the number of sessions (or "camp-style sessions) your organization can serve.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the sports-based program (Example: Need access to knee-high water tanks to run a water basket weaving program). Types of equipments required to run the sports-based program.

On behalf of _____ (Agency), I, _____ (name)

(Position), declare under penalty of perjury under the laws
of the State of California that the foregoing is true and correct.

Signature: _____

Date: _____

APPENDIX II: Application Questions

After reading the RFP narrative, please respond to all of the questions within all four (4) titled sections below in no more than 5 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

1. ORGANIZATIONAL CAPACITY (2 paragraph double space)

OUSD's mission is to build a Full-Service Community District focused on high academic achievement while serving the whole child, eliminating inequity, and providing each child with excellent educators every day. Our vision is that all Oakland Unified School District students will find joy in their academic experience while graduating with the skills to ensure caring, competent, fully informed, critical thinkers prepared for college, career, and community success. **Please explain why your organization is uniquely positioned to partner with the OUSD Expanded Learning Office to serve students in a sports-based youth development program. How long have your organization been delivering sports-based programs? What are your organization's mission and vision, and how does it align with OUSD?**

- Describe the type(s) of sports-based youth development programs your organization wishes to offer--is it school-based model, intercession model; a structured recreational or structure organized sports (competitive or non-competitive). Examples of the organization desire to provide services, including the targeted grade level (TK-6th grades), etc.

Example of School-Based Model:

*4 week program at Jackson Elementary School
(Serving TK-2nd on Tuesday/Thursday for 45 to 60 minutes
and 3rd-5th grade on Monday/Friday)*

*6 week program at El Pena Academy
(Serving TK-1st grade on Tuesday/Thursday for 45 to 60 minutes
and 2nd-3rd grade on Monday/Friday, and 4th/5th on Wednesday)*

Example of Intercession ("9-hours" of Program Offering)

*8:00-9:00 Early Registration and orientation
9:00-11:00 Morning (AM Session) serving TK-2nd grades
11:00 Dismissal
11:00-12:00 Break
12:00-1:00 Lunch
1:00 - 3:00 Afternoon (PM Session) serving 3rd-5th grades
3:00-4:00 Free Play and Pick-up*

- Describe your experience and approach to serving the Oakland community and/or other communities with similar demographics, assets, challenges, etc. Discuss your background working with Oakland families and other community partners--urban, suburban, rural, middle-to-high income, low-income statuses, etc. (Reference the supporting documents required under Eligible Applicant Proposals Appendix III to support your experience).
- OUSD Expanded Learning Office is looking for partners who can demonstrate the ability to collaborate with transparency and commit to shared decision making with Oakland

students, families, site leaders and district leaders. Provide our office with clear examples of how your agency has or will approach working with stakeholders and engage in collaborative leadership.

- Describe your organization's strategy in hiring, retention, and providing professional development of appropriate qualified staff to provide services to OUSD students in a culturally appropriate manner. Please include artifacts to support your description. i.e. Job announcements.
- With your program offering, do you also provide staff with your organization to deliver sports-based programs or do you hire external staff to lead activities?

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (1 paragraphs)

- What fiscal management system does your organization have in place to submit invoices in a timely and accurate manner.
- What systems and processes are in place to support staff with student safety and engagement.
- Supply management, what supplies would your organization need to be successful.
- OUSD will provide all necessary supplies, how will your organization work with OUSD to retrieve and return all equipment back to the school site/district.
- Using your organization's budget create a budget narrative showing how your agency would allocate funds to run a high-quality expanded learning program. These budgets will need to be based on the grant requirements detailed in the Funding description above (Section E.); including a required staffing ratio of 1:20 (or better). Utilize any of the following anticipated contract amounts to develop your budget.
- Your budget should also show secured leveraged funds, and resources that you would contribute to the operational costs of running a sports-based youth development program. Submission of propose budget can be the range for the following types of program model:
 - **School-based Sports.** Staff can be paid per hours depending our sports credential but not to exceed \$100 per hours (*request of credential or certification will be asked at the discretion of district). Serving a minimum of 20:1 student to staff ratio unless it is TK/K 10:1 ratio.
 - Intercession of 1-day "9-hours" program can be range but can not exceeds
 - Example of budget proposed for the sports-based program for a school-based model
 - *Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 4 weeks = \$1,600 x 5 sites = \$8,0000*
 - *Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 5 weeks = \$2,000 x 5 sites = \$11,000*
 - *Ex: 1-Staff/Sports Coach at \$100 per hours x 2 hours x 2 days a week x 6 weeks = \$2,400 x 5 sites = \$12,000*
 - Example of budget proposed for the sports-based program for the intercession model (i.e. 9-hours Sports Camp)
 - *Ex: 1-Staff/Sports Coach at \$350 per session x 2 sessions x 1 days = \$700 x 5 coaches (serving 100 youth) x \$700 = \$3,500*
 - Other(s) but not limited to the district approval per ELOP grant guidelines.

- The budget must detail:
 - Staffing costs for service delivery, staff training, and prep time
 - Any agency management-level staff who will be paid by to support direct service programming
 - Supplies, materials, curriculum, books, field trips, etc. will be covered by the Expanded Learning office.
 - **All purchase materials and types of equipment will stay with the school or district office when the program/contract is over.*
 - Submission of supplies, equipments, field trips, etc. will need to be approved and confirmed by the district office once sports-based lead agency is approved.
 - Any supplies/equipment used for the program will need to be approved by the district approved vendor list.
- Agency administrative costs not to exceed 4% of the contracted amount.
 - Your budget does not need to include snack costs

3. AGENCY INFRASTRUCTURE (1 Pages)

- Describe the administrative systems and procedures your agency will put in place to ensure that your expanded learning program(s) is/are operating fully in compliance with requirements set forth by OUSD and the CA Dept. of Education. *(Unless otherwise stated by CDE under extenuating circumstances all sites are required to):*
 - Student ratio of 1:20 or better serving 1st to 6th grade students, or 1:10 or better serving TK/K
 - Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - Professional record keeping and reproduction upon request for district audits
- Describe who will be the primary point(s) of contact for the OUSD expanded learning partnership, and who will maintain active collaboration with the school site leadership. Describe how this individual will ensure strong partnership with OUSD, the partnering school site(s), and other community partners working within OUSD expanded learning programs.

4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT (2 Pages)

- Could you cite prior successes and challenges serving Oakland youth or similar to Oakland? How does your program demonstrate diversity, equity, and inclusion?
- Has your program gone through an evaluation process? If so, please provide a supporting document. If not, please describe the impact of youth sports on your organization.
- How does your program foster character development or social-emotional learning through your program offering?

APPENDIX III. Instructions for RFP Application Submission:

Any documents submitted after the deadline will not be accepted or reviewed.

Required Supporting Documentation Instructions:

All proposals will need to be in a Hardcopy Proposal and USB - Electronic RFP version. Any files missing could result in a disProposal from the RFP process.

All files will need to be clearly labeled based on the list below:

- **Sample schedule** of a sports-based program within the two model programs of a school-based program which is the Monday through Friday or the “intercession” 9-hours program. *[Example of Title: Model Program_Organization Name_Types of Sports]*
- **A sample budget** pertaining to the program schedule and activity summary
- **Signed letter of agreement** (as elaborated upon in Section N)
- **Letters of reference** (maximum of 2)
- Documents demonstrating fulfillment of minimum Proposals (outlined in Section C)
 - Statement of Qualifications
 - Commercial General Liability Insurance
 - Agency Letter that states the following; staff working within OUSD must pass fingerprint review by CA DOJ and FBI, TB testing requirements, mandate reporting. In addition, staff must meet the minimum Instruction Aid (IA) qualification and be first-aid, concussion, and CPR certified.

APPENDIX IV: SAMPLE OF OUSD SERVICES AGREEMENT

(DO NOT COMPLETE)

SERVICES AGREEMENT 2021-2022

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):

Click or tap here to enter text.

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):

Click or tap to enter a date.

If no Start Date is entered, then the Start Date shall be the latest of the dates on which each of the PARTIES signed this Agreement.

- b. The work shall be completed no later than the below date (“End Date”):

Click or tap to enter a date.

If no End Date is entered, then the End Date shall be the first June 30 after the Start Date. If the term set forth above would cause the Agreement to exceed the term limits set forth in Education Code section 17596, the Agreement shall instead automatically terminate upon reaching said term limit.

2. **Services.** VENDOR shall provide the services (“Services”) as described in #1A and #1B of **Exhibit A**, attached hereto and incorporated herein by reference. To the extent that there may be a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR shall describe in #1B of **Exhibit A** whether and how its services would be able to continue.

3. **Alignment and Evaluation.**
 - a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the Services are aligned with OUSD's mission and are meeting the needs of students as determined by OUSD.
 - b. OUSD may evaluate VENDOR in any manner which is permissible under the law. OUSD's evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of VENDOR, each of VENDOR's employees, and each of VENDOR's subcontractors, and (ii) announced and unannounced observance of VENDOR, VENDOR's employee(s), and VENDOR's subcontractor(s).
4. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the Services performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the Services. In accordance with Paragraph 8 (Compensation), the Services performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the Services, in whole or in part, if OUSD, in its sole discretion, determines that the Services were not performed in accordance with this Agreement.
5. **Data and Information Requests.** VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests regarding students to whom the Services are provided. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the Services are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.
6. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this Agreement in order to further the purposes thereof. VENDOR and all VENDOR's agents, personnel, employee(s), and/or

subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.

- b. VENDOR understands that student data is confidential. If VENDOR will access or receive identifiable student data, other than directory information, in connection with this Agreement, VENDOR agrees to do so only after VENDOR and OUSD execute a separate data sharing agreement.
 - (i) If VENDOR is a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E (available here).
 - (ii) If VENDOR is not a software vendor, it agrees to access or receive identifiable student data, other than directory information, only after executing the OUSD Data Sharing Agreement (available here).
 - (iii) Notwithstanding Paragraph 28 (Indemnification), should VENDOR access or receive identifiable student data, other than directory information, without first executing a separate data sharing agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this Agreement.

- 7. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this Agreement, excluding any intellectual property that existed prior to execution of this Agreement, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents

prepared by **VENDOR**, its employees, or its subcontractors in connection with the Services performed under this Agreement. **VENDOR** cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this Agreement without **OUSD**'s express written permission. **OUSD** shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of **OUSD**. **OUSD** may, with **VENDOR**'s prior written consent, use **VENDOR**'s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

8. **Compensation.** **OUSD** agrees to pay **VENDOR** for satisfactorily performing Services in accordance with this Paragraph, Paragraph 10 (Invoicing), and #1C in **Exhibit A**.

a. The compensation under this Agreement shall not exceed:

\$Click or tap here to enter text..

This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by **VENDOR** including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

b. **OUSD** shall not pay and shall not be liable to **VENDOR** for any costs or expenses paid or incurred by **VENDOR** not described in **Exhibit A**.

c. Payment for Services shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after **VENDOR** submits an invoice to **OUSD**, in accordance with Paragraph 10 (Invoicing), for Services actually performed and after **OUSD**'s written approval that Services were actually performed. The granting of any payment by **OUSD**, or the receipt thereof by **VENDOR**, shall in no way lessen the liability of **VENDOR** to correct unsatisfactory performance of Services, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If **OUSD** determines that **VENDOR**'s performance does not conform to the requirements of this Agreement, **VENDOR** agrees to correct its performance without delay.

- d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.
 - e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.
9. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
10. **Invoicing.** Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.
- a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).
 - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
 - c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

- d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
- e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.
- f. All invoices furnished by VENDOR under this Agreement shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.

11. Termination.

- a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.
- b. Due to COVID-19. Notwithstanding Paragraph 19 (Coronavirus/ COVID-19) or any other language of this Agreement, if a shelter-in-place (or similar) order due to COVID-19 is issued or is in effect during the term of this Agreement that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the Services, OUSD may terminate this Agreement upon seven (7) days prior written notice to VENDOR. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or seven (7) days after the notice was provided, whichever is later.
- c. For Cause. Either PARTY may terminate this Agreement by giving written notice of its intention to terminate for cause to

the other PARTY. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

- d. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

- 12. **Legal Notices.** All legal notices provided for under this Agreement shall be sent via email to the email address set forth below and shall be either (i) personally delivered during normal business hours or (ii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY at the address set forth below.

OUSD

Name: Joshua R. Daniels
Site/Dept: Office of General Counsel
Address: 1000 Broadway, Suite 300
City, ST Zip: Oakland, CA 94607
Phone: 510-879-8535
Email: ousdlegal@ousd.org

VENDOR

Name: [Click or tap here to enter text.](#)
Title: [Click or tap here to enter text.](#)

Address: Click or tap here to enter text.
City, ST Zip: Click or tap here to enter text.
Phone: Click or tap here to enter text.
Email: Click or tap here to enter text.

Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.

13. Status.

- a. This is not an employment contract. VENDOR, in the performance of this Agreement, shall be and act as an independent contractor. VENDOR understands and agrees that it and any and all of its employees shall not be considered employees of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. VENDOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to VENDOR's employees.
- b. If VENDOR is a natural person, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
 - (ii) VENDOR's work is outside the usual course of OUSD's business; and
 - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
- c. If VENDOR is a business entity, VENDOR verifies all of the following:
 - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
 - (ii) VENDOR is providing services directly to OUSD rather than to customers of OUSD;
 - (iii) the contract between OUSD and VENDOR is in writing;

- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the services;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

14. Qualifications and Training.

- a. VENDOR represents and warrants that VENDOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of OUSD. VENDOR will performed the Services in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances. All VENDOR employees and agents shall have sufficient skill and experience to perform the work assigned to them.
- b. VENDOR represents and warrants that its employees and agents are specially trained, experienced, competent and fully licensed to provide the Services identified in this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws,

ordinances and/or regulations, as they may apply, if VENDOR was selected, at least in part, on such representations and warrants.

15. **Certificates/Permits/Licenses/Registration.** VENDOR's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this Agreement.
16. **Insurance.**
 - a. **Commercial General Liability Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against VENDOR. The policy shall protect VENDOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
 - b. **Workers' Compensation Insurance.** Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

17. **Testing and Screening.**

- a. Tuberculosis Screening. Unless specifically waived by OUSD as noted in **Exhibit A**, VENDOR is required to screen employees who will be working at OUSD sites for more than six hours. VENDOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors are identified, VENDOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit the agent to the examination instead of the risk assessment.
- b. Fingerprinting/Criminal Background Investigation. Unless specifically waived by OUSD as noted in **Exhibit A**, for all VENDOR employees, subcontractors, volunteers, and agents providing the Services, VENDOR shall ensure completion of fingerprinting and criminal background investigation, and shall request and regularly review subsequent arrest records. VENDOR confirms that no employee, subcontractor, volunteer, or agent providing the Services has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD.

Waivers are not available for VENDORS whose employees, subcontractors, volunteers, and agents will have any contact with OUSD students.

- c. VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services.
- d. VENDOR agrees to immediately remove or cause the removal of any employee, representative, agent, or person under VENDOR's control person from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

18. Incident/Accident/Mandated Reporting.

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that an employee, subcontractor, agent, or representative of VENDOR is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform the individual, in writing that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

19. Coronavirus/COVID-19.

- a. Through its execution of this Agreement, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Agreement in accordance with any shelter-in-place (or similar) order or curfew (or similar) order ("Orders") issued by local or state authorities and with any social distancing/hygiene (or similar) requirements.
- b. To the extent that VENDOR provides Services in person and consistent with the requirements of Paragraph 10 (Invoicing), VENDOR agrees to include additional information in its invoices as required by OUSD if any Orders are issued by local or state authorities that would prevent VENDOR from providing Services in person.
- c. Consistent with the requirements of Paragraph 18 (Incident/Accident/Mandated Reporting), VENDOR agrees to notify OUSD, via email pursuant to Paragraph 12 (Legal Notices), within twelve (12) hours if VENDOR or any employee, subcontractor, agent, or representative of VENDOR tests positive for COVID-19, shows or reports symptoms consistent

with COVID-19, or reports to VENDOR possible COVID-19 exposure.

- d. VENDOR agrees to immediately adhere to and follow any OUSD directives regards health and safety protocols including, but not limited to, providing OUSD with information regarding possible exposure of OUSD employees to VENDOR or any employee, subcontractor, agent, or representative of VENDOR and information necessary to perform contact tracing, as well as complying with any OUSD testing and vaccination requirements.
 - e. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited to those imposed by this Agreement.
20. **Assignment.** The obligations of VENDOR under this Agreement shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.
21. **Non-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
22. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

23. **Waiver.** No delay or omission by either PARTY in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a subsequent act from constituting a violation of this Agreement.
24. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
25. **Conflict of Interest.**
- a. VENDOR shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.
 - b. VENDOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between VENDOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.
 - c. Through its execution of this Agreement, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, VENDOR agrees it shall notify OUSD in writing.
26. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Through its execution of this Agreement, VENDOR certifies to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded

Parties List (<https://www.sam.gov/>).

27. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation described in Paragraph 8 (Compensation). Notwithstanding any other provision of this Agreement, in no event shall OUSD 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.
28. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this Agreement. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier, VENDOR, or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this Agreement. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.
 - b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("VENDOR Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement. OUSD shall, to the fullest extent permitted by California law, defend VENDOR Indemnified Parties at OUSD's own expense, including

attorneys' fees and costs.

29. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this Agreement. VENDOR shall retain these books, records, and systems of account during the term of this Agreement and for three (3) years after the End Date. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to Services covered by this Agreement. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
30. **Litigation.** This Agreement shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
31. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this Agreement are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Agreement, the terms and provisions of this Agreement shall govern.
32. **Integration/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.
33. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated

in any way.

34. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
35. **Captions and Interpretations.** Section and paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the PARTIES.
36. **Calculation of Time.** For the purposes of this Agreement, “days” refers to calendar days unless otherwise specified and “hours” refers to hours regardless of whether it is a work day, weekend, or holiday.
37. **Counterparts and Electronic Signature.** This Agreement, and all amendments, addenda, and supplements to this Agreement, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this Agreement, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.
38. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
39. **Agreement Publicly Posted.** This Agreement, its contents, and all

incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

40. **Signature Authority.**

- a. Each PARTY has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each PARTY has been given the proper authority and empowered to enter into this Agreement.
- b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel have been delegated the authority to sign contracts for OUSD, and only under limited circumstances, which require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon termination, VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this Agreement, whether or not such materials are complete or incomplete or are in final or draft form.

41. **Contract Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, the General Counsel, or a Chief or Deputy Chief authorized by the Education Code or Board Policy, and no payment shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this Agreement and to be bound by its terms and conditions:

VENDOR

Name: Enter Vendor signatory name Signature: _____

Position: Enter Vendor signatory position Date: Enter date of signature

One of the terms and conditions to which VENDOR agrees by its signature is subparagraph (e) of Paragraph 8 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the PARTIES, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement. VENDOR specifically acknowledges and agrees to this term/condition on the above date.

OUSD

Name: Enter OUSD signatory name Signature: _____

Position: Enter OUSD signatory position Date: Enter date of signature

- Board President
- Superintendent
- Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education

Date: Enter date of signature

Template approved as to form by OUSD Office of the General Counsel.

EXHIBIT A

1A. **General Description of Services to be Provided:** *Provide a description of the service(s) VENDOR will provide.*

Click or tap here to enter text.

1B. **Description of Services to be Provided During School Closure or Similar Event:** *If there is a school closure (e.g., due to poor air quality, planned loss of power, COVID-19) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, would services be able to continue?*

No, services would not be able to continue.

Yes, services would be able to continue as described in 1A.

Yes, but services would be different than described in 1A. Please briefly describe how the services would be different.

Click or tap here to enter text.

1C. **Rate of Compensation:** *Please describe the basis by which compensation will be paid to VENDOR:*

Hourly Rate: \$Click or tap here to enter text. per hour

Daily Rate: \$Click or tap here to enter text. per day

Weekly Rate: \$Click or tap here to enter text. per week

Monthly Rate: \$Click or tap here to enter text. per month

Per Student Served Rate: \$Click or tap here to enter text. per student served

Performance/Deliverable Payments: Describe the performance and/or deliverable(s) as well as the associated rate(s) below:

Click or tap here to enter text.

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a result of the service(s): How many more OUSD students will graduate from high school? How many more OUSD students will attend school*

95% or more? How many more OUSD students will have meaningful internships and/or paying jobs? How many more OUSD students will have access to, and use, the health services they need? (B) Please describe the measurable outcomes specific to the services. Please complete the sentence prompt: "Participants will be able to..." C. If applicable, please provide details of program participation. Please complete the sentence prompt: "Students will..."

Click or tap here to enter text.

3. **Alignment with School Plan for Student Achievement – SPSA (required if using State or Federal Funds):** Please select the appropriate option below:

- Action Item included in Board Approved SPSA (no additional documentation required) – Item Number:

Click or tap here to enter text.

- Action Item added as modification to Board Approved SPSA – School site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:

- Meeting announcement for meeting in which the SPSA modification was approved.
- Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
- Sign-in sheet for meeting in which the SPSA modification was approved.

4. **Waivers:** OUSD has waived the following. Confirmation of the waiver is attached herewith:

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)

- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)

Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)

Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person ***or virtual***) with OUSD students.)

(END OF SAMPLE CONTRACT)

APPENDIX V: Appeals Process for Applicants

Any applicant may appeal to the Oakland Unified School District Procurement Department if the determination that it is not prequalified. An appeal must be based on one or both of two following:

- **Unfair process** (e.g., the appellant's proposal was treated differently than others, conflict of interest by OUSD Department of Expanded Learning staff, etc.)
- **Material error** (e.g., the appellant's proposal was reviewed under the wrong funding strategy, failure to consider all application materials, incorrect application of evaluation rubric or some other mistake of fact occurred), or

The appellant must submit the appeal by July 8, 2022 (i.e., 5 business days after the Notification Date). If the appellant fails to file an appeal prior to the applicable appeals deadline, the appellant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process, or any other legal process or proceeding.

An appeal must clearly state the facts that establish one of the above-referenced bases for appeal and how, as a result, the appellant's proposal was affected negatively. The appeal will be considered and adjudged by the Senior Procurement Analyst, whose decision will be final. Appellant should submit the appeal and any supporting documents should be sent electronically by email to:

Francisco Flores
Senior Procurement Analyst
francisco.flores@ousd.org

Appellants will receive written notice of the outcome of their appeal July 15, 2022. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.

2022 OUSD Request for Proposals Application

Organization Name: 2COACHU	
Primary Contact: Eric Clayton	Secondary Contact: Tre Clayton
Email: coachclayton@2coachu.net	Email: treclayton@2coachu.net
Telephone #: 510-867-0917	Telephone #: 510-421-5766

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	X	Yes
		No
Are you currently providing sports programming in OUSD?	X	Yes
		No
If so, please list the sites that you are providing sports programming in OUSD schools.	Bella Vista Elementary, Maddison Park Academy and Redwood Heights Elementary	
Have you provided sports programming in the past?	X	Yes
		No
If so, please identify the years and durations served.	1	# Years
Do you currently provide sports programming in other school districts besides OUSD?		Yes
	X	No
If yes, please list all school districts you have served.		
N/a		

Services Category: Mark all that apply. What type of sports-based program are you interested in applying?

School-Based Model: Offer multiple weeks of sports-based programming either 2-days of the week serving 20 students per site.

TK/K

1st Grade

2nd Grade

3rd Grade

4th Grade

5th Grade

6th Grade

Intercession Model
(Offering 9-hours of programming)

TBD Weekends (Saturday, Sunday, or both days)

Target Grade [TK - 6th]

Fall Break: week-long offering

Target Grade [TK - 6th]

Winter Break: week-long offering

Target Grade [TK - 6th]

Spring Break: week-long offering

Target Grade [TK - 6th]

Provide any additional information to explain your services category. The organization wishes to provide services, including the targeted grade level (TK-6th grades). When applying for a school-based model, indicate the number of school sites/programs your organization can serve. When applying for the intercession model, indicate the number of sessions (or "camp-style sessions) your organization can serve.

2COACHU is striving to incorporate a hybrid systematic approach to deliver our services. Stated differently, we will incorporate both the models. Regarding our school-based model, we anticipate serving nine schools within OUSD. We can guarantee at least three sessions, but no more than nine in aggregate over the course of the academic year.

In the box below, please briefly explain your rationale for this number of sites? Types of space the organization needs to run the sports-based program (Example: Need access to

knee-high water tanks to run a water basket weaving program). Types of equips required to run the sports-based program.

In the piloting of baseball training this past year, we targeted only the elementary schools that had fields on campus or adjacent for the protection of the students and how far they had to travel to participate. We will continue to adhere to this model for the School Based Model.

On behalf of 2COACU, I, Eric Clayton, CEO, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: *Eric Clayton*

Date: 06/16/2022

Responses to Application Questions

1. **Organizational Capacity**

As a community-based organization, 2COACHU offers extensive and indispensable services. 2COACHU's student-centered approach allows them to develop their social-emotional aptitudes, competence with leadership roles, and foundational understanding of sports. Since its inception in 2019, 2COACHU has utilized sports to illustrate its core intentions. Our mission is simple: promoting effective self-expression and inspiring our youth to make prudent decisions in pursuit of their lifelong wellbeing. Ultimately, our vision and mission are congruent with OUSD's outlook because we aim to provide equitable academic and athletic achievement.

To increase the efficacy of our impact, we have elected to adopt a structured recreational hybrid between the school-based and intercession models—that is, we will incorporate both. Due to the ambiguity of the needs of our designated school sites, this approach is provisional. Furthermore, our experiences and strategies have been well-received in the Oakland communities because we welcome students from all demographics to participate in our programs. As a result, not only do we provide service to minority students from low-income households, but we have the capacity to aid students from any background. Moreover, 2COACHU is fully transparent with its affiliates. We are devoted to collaborating with members of our community and future stakeholders. 2COACHU demonstrated this capacity through our Virtual Learning Lab service, 2CU Read book drive, and afterschool baseball program last year. Additionally, our system for hiring, retaining, and providing professional development for our qualified staff has many facets. Only candidates who pass our detail-oriented screening process and complete our professional development briefings are activated. Lastly, 2COACHU intends to utilize members within the organization to deliver our sports-

based programs; however, we may hire auxiliary coaches to facilitate events during instances of staff shortages.

2. Fiscal Management and Resource Development

Our accounting system for receiving and processing invoices is through our Quickbook non-profit software, our vendors and coaches can email their invoices to our bookkeeper and every invoice gets reviewed and approved by our accountant before payment is processed, once approved, the payments are made based upon due dates or for our coaches every two weeks. We encourage our vendors and coaches to use automated deposit for payments.

3. Agency Infrastructure

We recognize how important it is to have the paperwork in order. To start with, we must make sure that all coaches have completed their prerequisites, (TB, Fingerprinting, first-aid, concussion, and CPR certification) before commencing.

We must make sure that the parent consent and student physical paperwork is completed and that if any students have any conditions that must be accounted for and prepared for (such as asthma, epilepsy, diabetes etc.) The coaches are aware and recognize how to handle any situation that may occur.

Our administrative staff is well versed in the process and implementation of the procedures and are looking at ways to streamline and simplify it for the coming year. We have two staff members that track and contact coaches and parents to make sure the paperwork is completed correctly before any coach or student participates. The filing system is simple. Starting with an alphabetized excel sheet for students and coaches with check points for all required components and signatures.

The point person will be Coach Eric Clayton. Mr. Clayton is greatly experienced being a former independent contractor with OUSD. He knows how to, when to and whom to contact, if anything is needed by OUSD, school site community Directors or Principals and any other Community Partners that may need assistance.

4. Youth Development Expertise, Program Quality Assessment Process and School District Alignment

2COACHU has been involved within the community doing work in multiple capacities. Working with inner city students of multiple ethnicities, ages and genders. We are a multicultural organization and are very proud of it. We pride ourselves in being able to reach the children where they are and excite them about sports and academics. We provided a virtual Zoom learning program in the heart of East Oakland, that enabled parents to go to work after dropping their children off with us to monitor and tutor during their school day.. At no cost to the parents. We engaged them in sports activities during breaks and lunches.

The most important and challenging aspect of youth development is the engagement of their parents. This is the hardest aspect in some cases and the only real area that can be challenging. We pride ourselves in being able to attract and sustain the parent's involvement in supporting us, the program and their children. It is a win, win situation.

We have not gone through a formal evaluation process although we have submitted Letters of Recommendation from the Elementary schools that we served this past year with our Baseball program. We have recognized that youth sports is an avenue to not only better the community but better ourselves. Having to organize, engage and maintain the attention of 40-50 K-5th graders teaches you patience as well as creative ways to direct. We have known how important it is to provide an avenue for children to release energy in a positive way and socialize with

each other and us as well. Understand the difference between an adult and a child. It is greatly rewarding to see a child come around and but out of an insecure shell.

Our program gives children an opportunity to understand how to participate in a sports activity that they have not experienced but become confident in their efforts and progress. As they recognize that they are not the only ones that are experiencing this activity for the first time, they begin to cheer each other on in being successful. This is heartwarming to see and it shows them that working together will best assist them all in being successful. Watching them help each other and encourage each other to be successful shows that they really care about each other and to us that is the most important aspect of what we do care.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 23 2019

2COACHU
905 AVIS DRAIVE
EL CERRITO, CA 94530-0000

Employer Identification Number:
83-4358319
DLN:
26053659002269
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
March 31
Public Charity Status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
March 29, 2019
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

2COACHU

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

4260937

ARTICLES OF INCORPORATION

OF

2COACHU

FILED
Secretary of State
State of California

MAR 29 2019

lp

(Nes)

I.

The name of the corporation shall be 2COACHU

II.

The place in this state where the principal office of the Corporation is to be located is 905 Avis Drive, El Cerrito, California 94530.

III.

Said corporation is organized exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

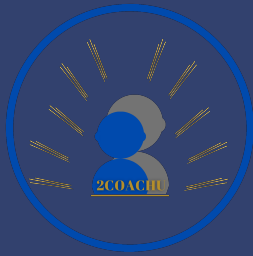
The specific purpose of this corporation is to Joining Parents, Children and schools in exposing 6-8 grade students to multiple careers through community group and individual coaching daily.

IV.

The name and address in the State of California of this corporation's initial agent for service of process is:

Asar I.G. Clayton
905 Avis Drive, El Cerrito, California 94530





2COACHU
7031 Colton Blvd.
Oakland, CA 94611
info@2coachu.net

Letter of Agreement

2COACHU, in collaboration with OUSD, is willing and able to perform all the following duties and commitments contained in the Application:

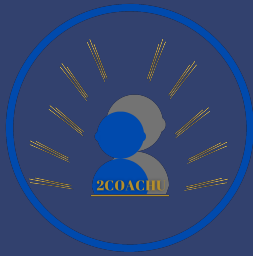
1. Administrate and submit to OUSD, all necessary documentation pertaining to the requirements of all non-OUSD employee coaches selected in the training of students.
2. Coordinate and communicate with all sites participating in the school-based and intercession-based baseball programs.
3. Submit all documentation required by OUSD for student participation in both models (existing Insurance, parental consent, and medical history paperwork).
4. Consider and follow all guidelines outlined by the CDE, OUSD Expanded Learning Office and site level administrators in the process to ensure the safety of all students participating in the baseball training program.
5. Adhere to the OUSD Expanded Learning Offices vision to ensure the success and enrichment of each student.

2COACHU is honored to serve the children, families and schools of our community and will do so to the best of our ability.

Respectfully,

Eric Clayton

Eric Clayton, CEO

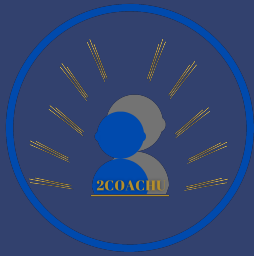


2COACHU
7031 Colton Blvd
Oakland, CA 94611
info@2coachu.net

Statement of Qualifications

2COACH has been providing academic and athletic instruction since its inception in 2019. In response to the COVID-19 outbreak, 2COACHU created a virtual learning lab (VLL) for at-risk youth to complete remote learning at our location with the assistance of tutors and mentors. For 2020 and 2021, this was our primary function outside of community wide events. In order to maintain a physical education component for the VLL, we taught students the fundamentals of baseball and softball. This component proved extremely successful and became a centerpiece of the work our nonprofit wanted to continue providing. Since then, 2COACHU has sponsored a little team and provided instruction through the Oakland Babe Ruth and Oakland Athletic League. All operations for these programs have been led by our nonprofit's founder, Coach Eric Clayton. He has been providing baseball instruction for over 30 years in the greater San Francisco Bay Area.

Coach Clayton is the former head coach of Oakland Technical High School where he directed the varsity and junior varsity programs from 2003-2013. During his tenure, Oakland Tech won 5 OAL Championships and 3 Transbay Championships under his leadership. Last year, at the



OAL's request, he, along with 2COACHU, coordinated and piloted the afterschool baseball training program at three OUSD elementary schools (i.e. Redwood Heights, Madison Academy and Bella Vista). Serving over 120 students, this pilot proved highly successful and greatly adhered to by students, faculty, and parents.

Thank you,

Eric Clayton

Eric Clayton, CEO



Bella Vista Elementary School

1025 East 28th Street, Oakland, CA 94610

Phone (510) 879-2102; Fax (510) 436-4925

June 1, 2022

To whom it may concern,

I am writing to recommend the Oakland Babe Ruth Cal Ripken Baseball League, 2COACHU and Oakland Athletic League. This past school year, we were fortunate enough to partner with these organizations to lead a TK-5th grade youth baseball team.

As a Title 1 school, many of our students do not have the opportunity to participate in organized sports. It was great to see so many of our students excited for practice and share the skills they'd learned the following days. The program fostered a sense of comradery and leadership. In addition, many of our families enjoyed working with and developed positive relationships with Coach Clayton. The organizations were very flexible with program planning and went as far as relocating and rescheduling the sessions so that more students could participate. The staff conducted themselves very professionally and timely during our partnership.

If there are any questions or concerns regarding this recommendation please do not hesitate to contact me at rana.lau@ousd.org or (510) 543-1635.

Sincerely,

Rana Lau

Rana Lau
Community Schools Manager
Bella Vista Elementary School
1025 E 28th St.
Oakland, CA 94610

Na'Dra Hennington
Bay Area Community Resources
Madison Park Academy Primary
470 El Paseo Drive
Oakland, CA 94603

June 2, 2022

Eric Clayton
2COACHU
7031 Colton Blvd.
Oakland, CA, 94611

To whom it may concern:

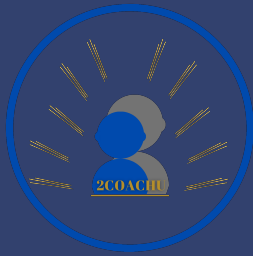
I am writing to recommend the collaborative services of the Babe Ruth organization, Oakland Athletic League (OAL), and the 2COACHU organization under the direction of Eric Clayton. I have been using these community partnerships to introduce the fundamentals of T-ball to our TK-5th grades this second half of the 2021-2022 school year.

Coach Clayton is a delightful, energetic, and experienced coach that has helped enhance our enrichment program offerings. I wouldn't hesitate to utilize his services again next year because I often witnessed the participants always excited to play T-ball. I look forward to the progress made with the students who will hopefully be working with Coach Clayton the entire 2022-2023 school year.

I am happy to recommend the services of 2COACHU in collaboration with the Babe Ruth organization and OAL. Should you have any questions about him please, feel free to contact me.

Thanks,

Na'Dra Hennington
Program Coordinator
415.420.9455
nhennington@bacr.org



2COACHU
7031 Colton Blvd.
Oakland, CA 94611
info@2coachu.net

Agency Letter

All coaching employees will be required to have passed fingerprinting review by the CA DOJ, Tb testing requirements, and mandate reporting under our umbrella before engaging with students.

Our ATI number is B306CLT434 and will accompany every invoice we submit to OUSD on behalf of 2COACHU. Supporting staff for both school-based model and intersession model will have first-aid, concussion and CPR certifications.

Thank you,

Eric CLayton

Eric Clayton, CEO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Oakland Unified School District
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

- 3.** Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** 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 Paragraph **D. Liability And Medical Expenses 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.

Estimated Budget for School-Based & Intercession Programs

School-based

6 week School Based Program for 9 sites 2 days a week

- Serving TK-6th on any two days Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 2 days x 6 weeks = \$4,800.00 x 9 sites = \$43,200.00
- 15% Administration= \$6,450.00

6 week School Based Program for 9 sites 5 days a week

- Serving TK-6th on Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 5 days x 6 weeks = \$12,000.00 x 9 sites = \$108,000.00
- 15% Administration=\$16,200.00

12 week School Based Program for 9 sites 2 days a week

- Serving TK-6th, any two days Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 2 days x 12 weeks = \$9,600.00 x 9 sites = \$86,400.00
- 15% Administration=\$12,960.00

12 week School Based Program for 9 sites 5 days a week

- Serving TK-6th on Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 5 days x 12 weeks = \$24,000.00 x 9 sites = \$216,000.00
- 15% Administration= \$32,400.00

18 week School Based Program for 9 sites 2 days a week

- Serving TK-6th, on any two days from Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 2 days x 18 weeks = \$14,400.00 x 9 sites = \$129,600.00
- 15% Administration=19,440.00

18 week School Based Program for 9 sites 5 days a week

- Serving TK-6th on Monday-Friday for 120 minutes including cleanup
- Staff / 2 Coaches at \$100 per hour x 2 hours x 5 days x 18 weeks = \$36,000.00 x 9 sites = \$324,000.00
- 15% Administration=\$48,600.00

Intercession

1 Day session Saturday or Sunday TK-6th

- Staff / 1 Sport Coaches \$350 per session x 2 sessions = \$700 x 1 day-per 20 students
- 15% Administration = \$105

- Staff / 5 Sport Coaches \$350 per session x 2 sessions = \$3,500 x1 day-per 100 students
- 15% Administration = \$525
- Staff/ 10 Sport Coaches \$350 per session x 2 sessions = \$7,000 x 1 day-per 200 students
- 15% Administration = \$1,050

Week long offerings for Fall, Winter & Spring Breaks TK-6th

- Staff / 1 Sport Coaches \$350 per session x 2 sessions = \$700 x 5 day \$3,500-per 20 students
- 15% Administration = \$525
- Staff / 5 Sport Coaches \$350 per session x 2 sessions = \$3,500 x 5 days = \$17,500-per 100 students
- 15% Administration = \$875
- Staff/ 10 Sport Coaches \$350 per session x 2 sessions = \$7,000 x 5 days = \$35,000-per 200 students
- 15% Administration = \$5,250

Sample Schedule

School-based Development Program Schedule

Weeks 1-2

1. Beginner:

- Warm up/stretch
- Determine right handed or left handed
- With sponge balls, teach the underhand catch of ground balls and fly balls bare-handed then glove.
- Teach how to put the baseball glove on the correct hand
- Squeeze the glove with ball in it
- Infield position/footwork
- Cool down/stretch

2. Intermediate:

- Warm up/stretch
- Make sure they know how to put on the glove, if not, teach
- With T-balls, practice the underhanded catch/fielding with glove
- Begin teaching the throwing grip and motion fundamentals
- Cool down/stretch

3. Advanced:

- Warm up/stretch
- Determine if they have the 9 points of glove position clear if not, teach
- Practice catching and throwing
- Work on throwing footwork and fielding of ground balls
- Cool down/stretch

Week 3-4

1. Beginner:

- Warm up/stretch
- With T-balls, teach the underhand catch of ground balls and fly balls glove only
- Begin teaching the throwing grip and motion fundamentals
- Glove squeeze T-ball catching drill
- Cool down/stretch

2. Intermediate:

- Warm up/stretch
- Teach 9 points of glove position catching
- At and above head catching with T-balls
- Throwing motion and footwork
- Cool down/stretch

3. Advanced:

- Warmup/ stretch
- Practice above head 9 points of catching
- Fielding footwork for throwing
- Begin Tee hitting instruction
- Cool down/stretch

Week 5-6

1. Beginner:

- Warm up/ stretch
- Teach 9 points of glove position catching
- Begin at and above head catching
- Throwing motion and footwork
- Cool down/stretch

2. Intermediate:

- Warmup /stretch
- Practice 9 points above head glove position catching
- Practice throwing motion and footwork
- Begin hitting instruction
- Cool down/stretch

3. Advanced:

- Warmup/stretch
- Practice above head 9 points of catching
- Field footwork with throwing to bases
- Soft toss hitting into net
- Cool down/stretch

Week 7-8

1. Beginner:

- Warmup /stretch
- Practice 9 points above head glove position catching
- Practice throwing motion and footwork
- Begin hitting instruction
- Cool down/stretch

2. Intermediate:

- Warmup/stretch
- Practice above head 9 points of catching
- Field footwork with throwing to bases
- Tee hitting into net

- Cool down/stretch

3. Advanced:

- Warmup/stretch
- Practice above head 9 points of catching
- Throwing to bases and tagging runners
- Soft toss hitting/bunting into net
- Cool down/stretch

Week 9-10

1. Beginner:

- Warmup/stretch
- Practice 9 points above head glove position catching
- Practice throwing motion and footwork to bases
- Begin tee hitting instruction
- Cool down/stretch

2. Intermediate:

- Warmup/stretch
- Practice above head 9 points of catching
- Field footwork with throwing to bases/tagging runners
- Soft toss hitting/bunting into net
- Cool down/stretch

3. Advanced:

- Warmup/stretch
- Practice above head 9 points of catching
- Throwing to bases and tagging runners
- Soft toss hitting/bunting into net
- Teach run down game sponge balls
- Cool down/stretch

Week 11-12

1. Beginner:

- Warmup/stretch
- Practice 9 points above head glove position catching
- Practice throwing motion and footwork to bases/tagging runners
- Begin soft toss hitting instruction
- Cool down/stretch

2. Intermediate:

- Warmup/stretch
- Practice above head 9 points of catching

- Soft toss hitting/bunting into net
- Teach Rundown game with sponge balls
- Cool down/stretch

3. Advanced:

- Warmup/stretch
- Practice above head 9 points of catching
- Throwing to bases and tagging runners
- Soft toss hitting/bunting into net
- Play run down game tee balls
- Cool down/stretch

Intercession Schedule

1. Program offering 9-hour 1 day sessions

- 9:00-10:00 Registration and Orientation
- 10:00-12:00 K-2nd grades Baseball instruction
- 12:00-1:00 Instructional Game/Dismissal
- 1:00-2:00 Lunch
- 2:00-4:00 3rd-5th grades Baseball instruction
- 4:00-5:00 Games/Dismissal

-Or-

2. Program offering 9-hour 1 day sessions

- 8:00-9:00 Registration and Orientation
- 9:00-11:00 K-2nd grades Baseball instruction
- 11:00-12:00 Instructional Game/Dismissal
- 12:00-1:00 Lunch
- 1:00-3:00 3rd-5th grades Baseball instruction
- 3:00-4:00 Games/Dismissal

Week-long Offering (for Intercession Schedule):

1. Monday through Friday---Fall, Winter, Spring breaks

- 9:00-9:30----- Registration---K-2nd
- 9:30-9:45-----Warmup/Stretching
- 9:45-11:00-----Defense Training: Catching/Fielding, Tagging
- 11:00-12:00---Offense Training: Bunting, Hitting, Base running
- 12:00-1:00-----Lunch/Pickup
- 1:00-1:30-----Registration---3-5th
- 1:30-1:45-----Warmup/Stretching
- 1:45-3:00-----Defense Training: Pitching, Infield/Outfield fielding, Tagging
- 3:00-4:00----- Offense Training: Bunting, Hitting, Base running

- 4:00-5:00-----Inter-squad Games/Pickup

- OR -

- 8:00-8:30-----Registration---K-2nd
- 8:30-8:45-----Warmup/Stretching
- 8:45-10:00-----Defense Training: Catching/Fielding, Tagging
- 10:00-11:00---Offense Training: Bunting, Hitting, Base running
- 11:00-12:00---Lunch/Pickup
- 12:00-12:30---Registration---3-5th
- 12:30-12:4-----Warmup/Stretching
- 12:45-2:00----Defense Training: Pitching, Infield/Outfield fielding, Tagging
- 2:00-3:00-----Offense Training: Bunting, Hitting, Base running
- 3:00-4:00-----Inter-squad Games/Pickup