

Board Office Use: Legislative File Info.	
File ID Number	22-1938
Introduction Date	9/14/22
Enactment Number	22-1592
Enactment Date	9-14-2022 CJH

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Meeting Date September 14, 2022

Subject Services Agreement with Soccer Without Borders

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Services *Vendor will provide a program to expose and increase access to physical activity, games, and organized sports with newcomer students while utilizing older students to assist as referees, coaches, and junior staff to cultivate their leadership.*

Term Start Date: 8/8/22 End Date: 5/31/23

Not-To-Exceed Amount \$80,300

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 staff will oversee program delivery to ensure compliance with funding requirements. District will provide spaces for vendor to deliver services.*

Funding Source(s) *Resource 2600 – Expanded Learning Opportunities Program*

Background *Newcomer students arrive to Oakland with a range of different circumstances, but all were born outside of the U.S. and have been enrolled for less than three years. Vendor has historical experience and knowledge*

working with OUSD newcomer students and across the nation with sports--e.g. soccer. In addition, the multiples language and cultural access to parents and communities assist in the recruitment and enrollment of OUSD newcomer students.

Attachment(s)

- Service Agreement with Soccer Without Borders
- Authorization to Proceed with Consultant Contract Process
- RFP 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”):
Soccer Without Borders

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):
8/8/22

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:
\$80,300.00

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: Keith Drury
Title: Program Manager
Address: PO Box 3443
City, ST Zip: Oakland, CA 94609
Phone: 207-691-7963
Email: keith@soccerwithoutborders.org

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.

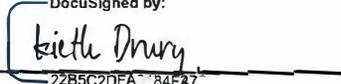
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the 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: Keith Drury

Signature:  DocuSigned by:
Keith Drury
22B5C2DFA 84F27

Position: Program Manager

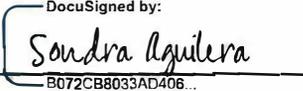
Date: 8/8/2022

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: Sondra Aguilera

Signature:  DocuSigned by:
Sondra Aguilera
B072CB8033AD406...

Position: Chief Academic Officer

Date: 8/9/2022

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Sondra Aguilera

Signature: 

Position: Acting Secretary, Board of Education

Date: 9-15-2022

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 work in partnership with Expanded Learning Office to create an inclusive, youth-development-focused soccer program for OUSD's newcomer elementary school students. The program will provide organized, positive recreation for newcomer elementary school students, while also creating a platform for high school-aged OUSD newcomer youth to work and gain leadership and professional skills by serving as referees or assistant coaches. Each program day will include skill-building activities, formal gameplay, healthy, culturally appropriate snacks, and access to another educational programming, and will consist of a morning session and an afternoon session. SWB will recruit newcomer students in partnership with the OUSD ELLMA office and will partner with key elementary schools that have the highest percentage of newcomer students to ensure we are reaching the most recent arrivals and those who most lack access to organized sports opportunities. The program will take place at two hub school sites in different regions of Oakland most geographically convenient to participating families. Those hub school sites will be the locations for programming, which will last from 8:30 AM-5:30 PM each Saturday. The league will be designed with two primary beneficiary groups: K-5th grade boys and girls who will participate in the league, and high school-aged newcomer youth who will be trained as referees and assistant coaches.

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
- X Monthly Rate: \$8,030 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..."*
OUSD Newcomer students will participate in physical activity and/or organize a game in a culturally appropriate emotionally safe environment.

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 has a history of modifying services to make them inclusive and adaptive to ELLs and will for students with disabilities.
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.)



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

08-05-2022

OUSD USE ONLY

Soccer Without Borders

PO Box 3443

Oakland, CA 94609

ATTN: Ben Gucciardi

RE: Authorization to Proceed with Consultant Contract Processing

This letter is to inform you that you have successfully completed the consultant review process for Vendor Management in ContractsOnline for the current school year.

This authorization shall expire at the conclusion of the 2022-2023 school year.

Please note that THIS IS NOT AN AUTHORIZATION TO START WORK.

You must complete the entire Contract Approval Process, which includes:

A) Final contract execution and District Approval, and/or;

B) Issuance of your Purchase Order Number

whichever happens first.

Thank you for your commitment to help support and enhance the educational experience of Oakland students.

Procurement Department,
Oakland Unified School District

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK2373266

Additional Insured

Oakland Unified School District
1000 Broadway Ste 440
Attn: Risk Management
Oakland, CA 94607-4033

General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CORPORAL PUNISHMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **a.** of paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages) 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.

GuideOne Insurance Company

Insurance Policy: Non-Profit and Human Services



FOR SOCCER WITHOUT BORDERS

Your Agent

LUTHERAN TRUST INC
1500 Wall St
Saint Charles, MO 63303-3500
800-200-7257

Customer Care Center

1-888-748-4326 | **1-877-448-4331**
24-hour claims GuideLine | Customer Service

To learn more, make a payment or renew your policy, visit www.GuideOne.com

MARYLAND POLICYHOLDER NOTICE

This notice is not your policy, does not give you any new or additional rights beyond those expressly stated in your policy, and does not alter your policy in any way.

You are hereby advised that GuideOne Insurance considers claims history for purposes of canceling or refusing to renew coverage.

WORKERS COMPENSATION AND YOU

What Does Workers Compensation Cover?

Generally, any employer who hires at least one employee -- part-time or full-time -- is required to provide workers compensation coverage. Benefits are paid by GuideOne Insurance when an employee sustains a job-related accident resulting in bodily injury or suffers an occupational disease in the course of employment. The workers compensation laws in each state establish the nature and extent of these benefits.

Employer's Duties

- Provide a safe place to work.
- Provide safe tools and equipment.
- Provide reasonable warning to the employee of inherent dangers.
- Create and enforce written rules for the safety of all employees.
- Report all employee injuries promptly to GuideOne.
- Timely submission of copies of all workers compensation-related medical bills or reports to GuideOne.

Employee's Duties

- Notify supervisor or other appropriate person when an injury / illness occurs.
- Get prompt medical attention.
- Tell the hospital, doctor or clinic the injury / illness is work related.
- Do not use existing health insurance to pay any bills.
- Keep receipts to document any out-of-pocket expenses.
- Notify your GuideOne workers compensation adjuster of any change in your work hours or duties as a result of the injury / illness.

Benefits

- Payments for Lost Wages. Wage-loss benefits are available if it is determined that the employee is totally disabled and unable to work, or partially disabled and receiving wages less than pre-injury / illness earnings.
- Death Benefits. If the injury / illness results in death, surviving dependents may be entitled to benefits.
- Medical Care. In the event of a work-related injury / illness, the employee is entitled to payment of reasonable surgical and medical services rendered by a physician or other health care provider. Medicines, supplies, hospital treatment and services, orthopedic appliances and prosthesis are usually covered for as long as they are needed.
- Specific Loss Benefit. Depending on the specific state's statutes, an employee may be entitled to payment for permanent loss or permanent loss of use of specific body parts.

**CLAIMS INFORMATION,
E-CLAIMS KIT
AND REPORTING, SEE PAGE 2**

(Over)

Claims Information and Materials:

- Visit <https://claimskit.guideone.com> to download your claims packet.
- All injuries to employees must be reported to the Insurance Company promptly.
- Failure to timely report an accident may result in a fine against you as the policyholder-employer.

For additional assistance please contact your agent or GuideOne Insurance Company:
Claims Service Unit 888-748-4326

How Do I Report A Claim?

- Gather and document the facts.
- Complete State Appropriate First Report of Injury Form.
- Report all workers compensation claims by submitting First Report of Injury Form to GuideOne by one of the following:

Fax: 800-676-4457
Email: CLU@guideone.com

POLICYHOLDER NOTICE OF AUDIT

Dear Policyholder:

The premium shown on your Workers Compensation policy is an estimated premium. The estimate was based upon your anticipated total remuneration. In addition to cash payroll, total remuneration includes housing allowances, meal allowances, bonuses and merchandise discounts. Expense allowances such as travel are not included.

After the policy expires, an audit will be performed to determine the final premium. The audit will be conducted in one of two ways. Either an auditor will visit you and obtain the figures or you will be sent a form to complete. If the final premium, as determined by the audit, is greater than the estimated premium you will be billed for the additional amount. If the final premium is less than the estimated premium the difference will be refunded or credited to your account.

Please refer to your policy or contact your agent if you have any questions.

Commercial Lines Department

POLICYHOLDER NOTICE

NOTICE OF CANCELLATION

Colorado Revised Statute 8-44-110 requires all insurance carriers to provide notice of cancellation at least 30 days in advance of the date of termination. However, if the cancellation is based on one or more of the following reasons, then such notice may be sent less than 30 days prior to the effective date of the cancellation of insurance: fraud, material misrepresentation, nonpayment of premium, or any other reason approved by the commissioner of insurance.

CALIFORNIA INSURANCE GUARANTEE ASSOCIATION (CIGA) SURCHARGE

Companies writing property and casualty insurance business in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share.

California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" or "CA Surcharge (CIGA Surcharge)" with an amount will be displayed on your premium notice.

This notice does not change the policy to which it is attached.

CALIFORNIA WORKERS' COMPENSATION INSURANCE RATING LAWS

Pursuant to Section 11752.8 of the California Insurance Code, we are providing you with an explanation of the California workers' compensation rating laws.

1. We establish our own rates for workers' compensation. Our rates, rating plans, and related information are filed with the insurance commissioner and are open for public inspection.
2. The insurance commissioner can disapprove our rates, rating plans, or classifications only if he or she has determined after public hearing that our rates might jeopardize our ability to pay claims or might create a monopoly in the market. A monopoly is defined by law as a market where one insurer writes 20% or more of that part of the California workers' compensation insurance that is not written by the State Compensation Insurance Fund. If the insurance commissioner disapproves our rates, rating plans, or classifications, he or she may order an increase in the rates applicable to outstanding policies.
3. Rating organizations may develop pure premium rates that are subject to the insurance commissioner's approval. A pure premium rate reflects the anticipated cost and expenses of claims per \$100 of payroll for a given classification. Pure premium rates are advisory only, as we are not required to use the pure premium rates developed by any rating organization in establishing our own rates.
4. We must adhere to a single, uniform experience rating plan. If you are eligible for experience rating under the plan, we will be required to adjust your premium to reflect your claim history. A better claim history generally results in a lower experience rating modification; more claims, or more expensive claims, generally result in a higher experience rating modification. The uniform experience rating plan, which is developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner.
5. A standard classification system, developed by the insurance rating organization designated by the insurance commissioner, is subject to approval by the insurance commissioner. The standard classification system is a method of recognizing and separating policyholders into industry or occupational groups according to their similarities and/or differences. We can adopt and apply the standard classification system or develop and apply our own classification system, provided we can report the payroll, expenses, and other costs of claims in a way that is consistent with the uniform statistical plan or the standard classification system.
6. Our rates and classifications may not violate the Unruh Civil Rights Act or be unfairly discriminatory.
7. We will provide an appeal process for you to appeal the way we rate your insurance policy. The process requires us to respond to your written appeal within 30 days. If you are not satisfied with the result of your appeal, you may appeal our decision to the insurance commissioner.

CALIFORNIA WORKERS' COMPENSATION INSURANCE NOTICE OF NONRENEWAL

Section 11664 of the California Insurance Code requires us, in most instances, to provide you with a notice of nonrenewal. Except as specified in paragraphs 1 through 6 below, if we elect to nonrenew your policy, we are required to deliver or mail to you a written notice stating the reason or reasons for the nonrenewal of the policy. The notice is required to be sent to you no earlier than 120 days before the end of the policy period and no later than 30 days before the end of the policy period. If we fail to provide you the required notice, we are required to continue the coverage under the policy with no change in the premium rate until 60 days after we provide you with the required notice.

We are not required to provide you with a notice of nonrenewal in any of the following situations:

1. Your policy was transferred or renewed without a change in its terms or conditions or the rate on which the premium is based to another insurer or other insurers who are members of the same insurance group as us.
2. The policy was extended for 90 days or less and the required notice was given prior to the extension.
3. You obtained replacement coverage or agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
4. The policy is for a period of no more than 60 days and you were notified at the time of issuance that it may not be renewed.
5. You requested a change in the terms or conditions or risks covered by the policy within 60 days prior to the end of the policy period.
6. We made a written offer to you to renew the policy at a premium rate increase of less than 25 percent.
 - A. If the premium rate in your governing classification is to be increased 25 percent or greater and we intend to renew the policy, we shall provide a written notice of a renewal offer not less than 30 days prior to the policy renewal date. The governing classification shall be determined by the rules and regulations established in accordance with California Insurance Code Section 11750.3(c).
 - B. For purposes of this Notice, "premium rate" means the cost of insurance per unit of exposure prior to the application of individual risk variations based on loss or expense considerations such as scheduled rating and experience rating.

This notice does not change the policy to which it is attached.



GUIDEONE™

INSURANCE

1111 Ashworth Road

West Des Moines, Iowa 50265-3538

Account Number: 006136673
Policy Number: 01-0005-336

Insured Name: SOCCER WITHOUT BORDERS

NOTICE OF CLAIMS DEDUCTIBLE FOR COLORADO WORKERS COMPENSATION INSURANCE

Colorado Law (Section 8-44-111) permits an employer to purchase Workers Compensation insurance with a deductible. The deductible will apply separately to each claim for bodily injury by accident or disease. Deductibles are available in the amount of \$500 to \$16,500. You will receive a reduction to your Workers Compensation premium based on the deductible amount you choose.

You are not required to select a deductible program. If you do, GuideOne Insurance will administer and pay all claims and you will be required to reimburse the company for payments it made within the amount of the deductible selected. Colorado Law requires that you reimburse the company within 30 days for any deductibles paid. Failure to reimburse the insurer shall constitute nonpayment of premium and be grounds for cancellation of the policy.

SELECTION OR REJECTION OF A DEDUCTIBLE

Yes, I want a Benefits deductible applied to my Workers Compensation coverage. I understand that the insurance company shall pay the deductible amount and be reimbursed by the employer shown above. I also understand that failure to repay the deductible amount to the insurance company may result in the cancellation of this policy.

The deductible amount I select is:

- | | | | |
|-----------------------------------|-----------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> \$ 500 | <input type="checkbox"/> \$ 2,000 | <input type="checkbox"/> \$ 10,000 | <input type="checkbox"/> \$ 16,000 |
| <input type="checkbox"/> \$ 1,000 | <input type="checkbox"/> \$ 2,500 | <input type="checkbox"/> \$ 13,500 | <input type="checkbox"/> \$ 16,500 |
| <input type="checkbox"/> \$ 1,500 | <input type="checkbox"/> \$ 5,000 | <input type="checkbox"/> \$ 15,500 | |

No, I do not want the Benefits deductible described in this notice.

PLEASE READ AND SIGN BELOW

My signature below shall constitute my selection or rejection of the deductible given above. I understand that my selection or rejection will apply to all future renewals, replacements and reinstatements of this policy unless I request otherwise in writing to the company.

Date _____

Signature _____

Failure to return this form within 60 days will be considered a rejection of any deductible option.

Insured Name: SOCCER WITHOUT BORDERS

NOTICE OF CLAIMS DEDUCTIBLE ELECTION FOR MARYLAND WORKERS COMPENSATION INSURANCE

Maryland law permits an employer to purchase Workers Compensation Insurance with a deductible. The deductible will apply separately to each claim for bodily injury by accident or disease for Medical and Indemnity Benefits. You will receive a reduction to your Workers Compensation premium based on the deductible amount you choose.

You are not required to select a deductible program. If you do, GuideOne Insurance will administer and pay all claims and you will be required to reimburse the company for payments it made within the amount of the deductible selected. Maryland law requires that you reimburse the company within 30 days for any deductibles paid. Failure to reimburse the insurer shall constitute nonpayment of premium and be grounds for cancellation of the policy

SELECTION OR REJECTION OF A DEDUCTIBLE

- Yes, I want a benefits deductible applied to my Workers Compensation coverage. I understand that the insurance company shall pay the deductible amount and be reimbursed by the employer shown above. I also understand that failure to repay the deductible amount to the insurance company may result in the cancellation of this policy.

The deductible amount I select is:

\$ 500 \$ 1,500 \$ 2,500

- No, I do not want the benefits deductible described in this notice.

PLEASE READ AND SIGN BELOW

My signature below shall constitute my selection or rejection of the deductible given above. I understand that my selection or rejection will apply to all future renewals, replacements and reinstatements of this policy unless I request otherwise in writing to the company.

Date _____ Signature _____

Failure to return this form within 60 days will be considered a rejection of any deductible option

Insured Name: SOCCER WITHOUT BORDERS

NOTICE OF CLAIMS DEDUCTIBLE ELECTION FOR MASSACHUSETTS WORKERS COMPENSATION INSURANCE

Massachusetts law permits an employer to buy Workers' Compensation Insurance with a deductible. The deductible will apply to each claim for bodily injury by accident or disease for medical and indemnity benefits. The deductible options are divided into two programs:

PROGRAM NUMBER 1

Massachusetts Benefits Deductible

This is a per claim deductible program. The deductible will apply separately to each claim for bodily injury by accident or disease. Deductible options under this program are given below. Only one deductible amount may be selected:

- | | | | | | |
|--------------------------|---------|--------------------------|---------|--------------------------|---------|
| <input type="checkbox"/> | \$500 | <input type="checkbox"/> | \$2,000 | <input type="checkbox"/> | \$5,000 |
| <input type="checkbox"/> | \$1,000 | <input type="checkbox"/> | \$2,500 | | |

PROGRAM NUMBER 2

Massachusetts Benefits Claim And Aggregate Deductible

A \$2,500 per claim deductible amount shall apply separately to each claim for bodily injury by accident or disease, subject to the aggregate deductible amount. The aggregate deductible limit is the most that the policyholder must reimburse the insurer for the sum of all medical and indemnity benefits compensable under law for each policy period. At policy inception, if your Workers Compensation Estimated Premium:

1. Is less than or equal to \$200,000, then the aggregate deductible limit will be \$10,000; or
2. Is greater than \$200,000, then the aggregate deductible limit will be 5% of the annual premium.

Example 1:

Estimated Premium = \$75,000
Per Claim Deductible = \$2,500
Aggregate Deductible Limit = \$10,000

Example 2:

Estimated Premium = \$250,000
Per Claim Deductible = \$2,500
Aggregate Deductible Limit = \$12,500

You will receive a reduction to your Workers Compensation premium based on the deductible program and limit you choose.

You are not required to select a deductible program. If you do, GuideOne Insurance will administer and pay all claims and you will be required to reimburse the company for payments it made within the amount of the deductible selected. Massachusetts Law requires that you reimburse the company within 30 days for any deductibles paid. Failure to reimburse the insurer shall constitute nonpayment of premium and be grounds for cancellation of the policy.

Account Number: 006136673

Policy Number: 01-0005-336

SELECTION OR REJECTION OF A DEDUCTIBLE

- Yes, I would like to participate in Program Number 1 with a deductible limit of \$_____ applied to my Workers' Compensation coverage. I understand that the insurance company shall pay the deductible amount and be reimbursed by the employer shown above within 30 days. I also understand that failure to repay the deductible amount to the insurance company within 30 days may result in the cancellation of this policy.
- Yes, I would like to participate in Program Number 2 with a \$2,500 per claim deductible and an aggregate deductible limit per policy period. I understand that the insurance company shall pay the deductible amount and be reimbursed by the employer shown above within 30 days. I also understand that failure to repay the deductible amount, up to the aggregate deductible limit per policy period, to the insurance company within 30 days may result in the cancellation of this policy.
- No, I do not want the Medical and Indemnity deductible described in this notice.

PLEASE READ AND SIGN BELOW

My signature below shall constitute my selection or rejection of the deductible given above. I understand that my selection or rejection will apply to all future renewals, replacements, and reinstatements of this policy unless I request otherwise in writing to the company.

DATE_____ SIGNATURE _____

Failure to return this form within 60 days will be considered a rejection of any deductible option.

POLICYHOLDER NOTICE

YOUR RIGHT TO RATING AND DIVIDEND INFORMATION

I. INFORMATION AVAILABLE TO YOU

A. Information Available from Us – GuideOne Insurance Company

- (1) General questions regarding your policy should be directed to **GuideOne Insurance, 1111 Ashworth Road, West Des Moines, Iowa 50265, 877-448-4331.**
- (2) **Dividend Calculation.** If this is a participating policy (a policy on which a dividend may be paid), upon payment or non-payment of a dividend, we shall provide a written explanation to you that sets forth the basis of the dividend calculation. The explanation will be in clear, understandable language and will express the dividend as a dollar amount and as a percentage of the earned premium for the policy year on which the dividend is calculated.
- (3) **Claims Information.** Pursuant to Sections 3761 and 3762 of the California Labor Code, you are entitled to receive information in our claim files that affects your premium. Copies of documents will be supplied at your expense during reasonable business hours.

For claims covered under this policy, we will estimate the ultimate cost of unsettled claims for statistical purposes eighteen months after the policy becomes effective and will report those estimates to the Workers Compensation Insurance Rating Bureau of California (WCIRB) no later than twenty months after the policy becomes effective. The cost of any settled claims will also be reported at that time. At twelve-month intervals thereafter, we will update and report to the WCIRB the estimated cost of any unsettled claims and the actual final cost of any claims settled in the interim. The amounts we report will be used by the WCIRB to compute your experience modification if you are eligible for experience rating.

B. Information Available from the Workers Compensation Insurance Rating Bureau of California

- (1) The WCIRB is a licensed rating organization and the California Insurance Commissioner's designated statistical agent. As such, the WCIRB is responsible for administering the California Workers' Compensation Uniform Statistical Reporting Plan—1995 (USRP) and the California Workers' Compensation Experience Rating Plan—1995 (ERP). WCIRB contact information is: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attn: Customer Service; 1-888-229-2472 (phone); 1-415-778-7272 (fax); and customerservice@wcirb.com (email). The regulations contained in the USRP and ERP are available for public viewing through the WCIRB's website at wcirb.com.
- (2) **Policyholder Information.** Pursuant to California Insurance Code (CIC) Section 11752.6, upon written request, you are entitled to information relating to loss experience, claims, classification assignments, and policy contracts as well as rating plans, rating systems, manual rules, or other information impacting your premium that is maintained in the records of the WCIRB. Complaints and Requests for Action requesting policyholder information should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Custodian of Records. The Custodian of Records can be reached at 1-415-777-0777 (phone) and 1-415-778-7272 (fax).
- (3) **Experience Rating Form.** Each experience rated risk may receive a single copy of its current Experience Rating Form/Worksheet free of charge by completing a Policyholder Experience Rating Worksheet Request Form on the WCIRB's website at wcirb.com/ratesheet. The Experience Rating Form/Worksheet will include a Loss-Free Rating, which is the experience modification that would have been calculated if \$0 (zero) actual losses were incurred during the experience period. This hypothetical rating calculation is provided for informational purposes only.

II. DISPUTE PROCESS

You may dispute our actions or the actions of the WCIRB pursuant to CIC Sections 11737 and 11753.1.

A. Our Dispute Resolution Process.

If you are aggrieved by our decision adopting a change in a classification assignment that results in increased premium, or by the application of our rating system to your workers compensation insurance, you may dispute these matters with us. If you are dissatisfied with the outcome of the initial dispute with us, you may send us a written Complaint and Request for Action as outlined below.

You may send us a written Complaint and Request for Action requesting that we reconsider a change in a classification assignment that results in an increased premium and/or requesting that we review the manner in which our rating system has been applied in connection with the insurance afforded or offered you. Written Complaints and Requests for Action should be forwarded to: **GuideOne Insurance, 1111 Ashworth Road, West Des Moines, Iowa 50265, 877-448-4331.**

After you send your Complaint and Request for Action, we have 30 days to send you a written notice indicating whether or not your written request will be reviewed. If we agree to review your request, we must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If we decline to review your request, if you are dissatisfied with the decision upon review, or if we fail to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph **II.C.**, below.

- B. Disputing the Actions of the WCIRB.** If you have been aggrieved by any decision, action, or omission to act of the WCIRB, you may request, in writing, that the WCIRB reconsider its decision, action, or omission to act. You may also request, in writing, that the WCIRB review the manner in which its rating system has been applied in connection with the insurance afforded or offered you. For requests related to classification disputes, the reporting of experience, or coverage issues, your initial request for review must be received by the WCIRB within 12 months after the expiration date of the policy to which the request for review pertains, except if the request involves the application of the Revision of Losses rule. For requests related to your experience modification, your initial request for review must be received by the WCIRB within 6 months after the issuance, or 12 months after the expiration date, of the experience modification to which the request for review pertains, whichever is later, except if the request for review involves the application of the Revision of Losses rule. If the request involves the Revision of Losses rule, the time to state your appeal may be longer. (See Section VI, Rule 7 of the ERP.)

You may commence the review process by sending the WCIRB a written inquiry. Written inquiries should be sent to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Customer Service. Customer Service can be reached at 1-888-229-2472 (phone), 1-415-778-7272 (fax) and customerservice@wcirb.com (email).

If you are dissatisfied with the WCIRB's decision upon an Inquiry, or if the WCIRB fails to respond within 90 days after receipt of the Inquiry, you may pursue the subject of the Inquiry by sending the WCIRB a written Complaint and Request for Action. After you send your Complaint and Request for Action, the WCIRB has 30 days to send you written notice indicating whether or not your written request will be reviewed. If the WCIRB agrees to review your request, it must conduct the review and issue a decision granting or rejecting your request within 60 days after sending you the written notice granting review. If the WCIRB declines to review your request, if you are dissatisfied with the decision upon review, or if the WCIRB fails to grant or reject your request or issue a decision upon review, you may appeal to the insurance commissioner as described in paragraph **II.C.**, below. Written Complaints and Requests for Action should be forwarded to: WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Complaints and Reconsiderations. The WCIRB's contact information is 1-888-229-2472 (phone), 1-415-371-5204 (fax) and customerservice@wcirb.com (email).

C. California Department of Insurance – Appeals to the Insurance Commissioner. After you follow the appropriate dispute resolution process described above, if (1) we or the WCIRB decline to review your request, (2) you are dissatisfied with the decision upon review, or (3) we or the WCIRB fail to grant or reject your request or issue a decision upon review, you may appeal to the Insurance Commissioner pursuant to CIC Sections 11737, 11752.6, 11753.1 and Title 10, California Code of Regulations, Section 2509.40 et seq. You must file your appeal within 30 days after we or the WCIRB send you the notice rejecting review of your Complaint and Request for Action or the decision upon your Complaint and Request for Action. If no written decision regarding your Complaint and Request for Action is sent, your appeal must be filed within 120 days after you sent your Complaint and Request for Action to us or the WCIRB. The filing address for all appeals to the Insurance Commissioner is:

Administrative Hearing Bureau
California Department of Insurance
1901 Harrison Street, 3rd Floor
Oakland, CA 94612
415.538.4243

You have the right to a hearing before the Insurance Commissioner, and our action, or the action of the WCIRB, may be affirmed, modified, or reversed.

III. RESOURCES AVAILABLE TO YOU IN OBTAINING INFORMATION AND PURSUING DISPUTES

A. Policyholder Ombudsman. Pursuant to California Insurance Code Section 11752.6, a policyholder ombudsman is available at the WCIRB to assist you in obtaining and evaluating the rating, policy, and claims information referenced in **I.A.** and **I.B.** above. The ombudsman may advise you on any dispute with us, the WCIRB, or on an appeal to the Insurance Commissioner pursuant to Section 11737 of the Insurance Code. The address of the policyholder ombudsman is WCIRB, 1221 Broadway, Suite 900, Oakland, CA 94612, Attention: Policyholder Ombudsman. The policyholder ombudsman can be reached at 1-415-778-7159 (phone), 1-415-371-5288 (fax) and ombudsman@wcirb.com (email).

B. California Department of Insurance – Information and Assistance. Information and assistance on policy questions can be obtained from the Department of Insurance Consumer HOTLINE, 1-800-927-HELP (4357) or <http://www.insurance.ca.gov>. For questions and correspondence regarding appeals to the Administrative Hearing Bureau, see the contact information in paragraph **II.C.**

This notice does not change the policy to which it is attached.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY - INFORMATION PAGE

Policy Number: 01-0005-336

Previous Policy Number: 010005336

Item 1. The Insured and Mailing Address

SOCCER WITHOUT BORDERS
3700 Eastern Ave
Baltimore, MD 21224-4207

Agent Information:

LUTHERAN TRUST INC
1500 Wall St
Saint Charles, MO 63303-3500
800-200-7257
Agency Number: 24544

FEIN: 20-3786129

Legal Entity: Non or not for profit corp

NAICS Code: 611620

Other Workplaces Not Shown Above: See Schedule of Names and Workplace Locations

Item 2. POLICY PERIOD

From 07/01/2022 To 07/01/2023 at 12:01 A.M., Standard Time at the Insured's mailing address

Item 3. COVERAGE

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA, CA, MD, CO

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except the states designated in Item 3.A. of the Information Page and WA, WY, ND, OH.

D. This policy includes these endorsements and schedules: See Schedule of Forms and Endorsements

Item 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Schedule of Workers Compensation Classifications is subject to verification and change by audit. See Schedule of Workers Compensation Classifications below.

Total Estimated Annual Premium: \$ 12,683.08 Minimum Premium: \$ 750.00

Premium Adjustment Period: Annual

Deposit Premium: \$

Countersigned Date: _____ Countersigned by: _____

Authorized Representative

Extension of Information Page

Policy Number: 01-0005-336

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Edition Date	Description
GN 24013	06 18	Workers Compensation And You
GN 24012	06 18	Policyholder Notice Of Audit And Claims Instructions
GN 24102	07 14	Policyholder Notice
GN 24187	05 20	Policyholder Notice
GN 24167	07 17	California Insurance Guarantee Association (CIGA) Surcharge
GN 24168	07 17	California Workers' Compensation Insurance Rating Laws
GN 24107	01 17	Notice Of Claims Deductible Election For Colorado Workers Compensation Insurance
GN 24151	07 14	Notice Of Claims Deductible Election For Maryland Workers Compensation Insurance
GN 70110	07 21	Maryland Policyholder Notice
GN 24157	07 14	Notice Of Claims Deductible Election For Massachusetts Workers Compensation Insurance
GN 24163	03 21	Policy Conditions
GN 24174	07 18	Mutual Conditions (GMI)
WC 04 03 01 D	02 18	Policy Amendatory Endorsement - California
WC 04 03 10	01 95	Duty To Defend - California
WC 04 03 60 B	01 15	Employers Liability Coverage Amendatory Endorsement - California
WC 04 04 21	01 08	Optional Premium Increase Endorsement - California
WC 04 06 01 B	01 22	California Cancellation Endorsement
WC 04 06 04	09 20	COVID-19 Reporting Requirement Endorsement - California
WC 05 04 02	11 90	Colorado Classification Endorsement
WC 19 06 01 F	01 16	Maryland Cancellation and Nonrenewal Endorsement
WC 19 06 02	01 14	Maryland Notification Of 45-Day Underwriting Period Endorsement
WC 20 03 01	04 84	Massachusetts Limits of Liability Endorsement
WC 20 03 02 A	09 08	Massachusetts-Assessment Charge
WC 20 03 03 D	08 10	Massachusetts Notice to Policyholder Endorsement
WC 20 04 05	06 01	Massachusetts Premium Due Date Endorsement
WC 20 06 01 A	07 08	Massachusetts Cancellation Endorsement
WC 00 00 00 C	01 15	Workers Compensation And Employers Liability Insurance Policy
WC 00 04 06 A	07 95	Premium Discount Endorsement
WC 00 04 06	08 84	Premium Discount Endorsement
WC 00 04 14	07 90	Notification Of Change In Ownership Endorsement
WC 00 04 14 A	01 19	Notification Of Change In Ownership Endorsement
WC 00 04 19	01 01	Premium Due Date Endorsement
WC 00 04 21 E	01 21	Catastrophe (Other Than Certified Acts Of Terrorism) Premium Endorsement
WC 00 04 22 C	01 21	Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
WC 00 04 24	01 17	Audit Noncompliance Charge Endorsement

SCHEDULE OF NAMES AND WORKPLACE LOCATIONS

Location Number	Name	Address	Number of Employees:
002	Soccer Without Borders	4521 Webber St Oakland, CA 94609	5
	FEIN: 20-3786129		NAICS Code: 611620

Extension of Information Page

Policy Number: 01-0005-336

003	Soccer Without Borders	3700 Eastern Ave Baltimore, MD 21224-4207	Number of Employees: 5 NAICS Code: 611620
	FEIN: 20-3786129		
005	Soccer Without Borders	282 Meridian St East Boston, MA 02128	Number of Employees: 7 NAICS Code: 611620
	FEIN: 20-3786129		
006	Soccer Without Borders	3001 8th Ave Ste 170 Evans, CO 80620-1204	Number of Employees: 4 NAICS Code: 611620
	FEIN: 20-3786129		

SCHEDULE OF WORKERS COMPENSATION CLASSIFICATIONS - California

State Employer ID Number:
 NCCI Intrastate / Interstate Number:

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
002	8875	Public Colleges Or Schools - All Employees - Including Cafeteria, Clerical Offic	287,000	0.9259	\$ 2,657.00
		Total Manual Premium			\$ 2,657.00
		Total Subject Premium			\$ 2,657.00
		Total Modified Premium			\$ 2,657.00
	9889	Schedule Debit		0.5000	\$ 1,329.00
		Total Standard Premium			\$ 3,986.00
	0063	Premium Discount			\$ -80.00
	9740	Terrorism	287,000	0.0611	\$ 175.00
	9971	Workers Compensation Administration Revolving Fund Assessment		0.019277	\$ 78.67
	9971	Uninsured Employers Benefits Trust Fund Assessment		0.001455	\$ 5.94
	9971	Subsequent Injuries Benefits Trust Fund Assessment		0.017451	\$ 71.22
	9971	Occupational Safety and Health Fund Assessment		0.009177	\$ 37.45
	9971	Labor Enforcement and Compliance Fund Assessment		0.007102	\$ 28.98
	9971	Workers Compensation Fraud Account Assessment		0.004856	\$ 19.82
	9970	California Insurance Guarantee Association Surcharge		0.0000	\$ 0.00
		California Total Estimated Annual Premium			\$ 4,323.08

SCHEDULE OF WORKERS COMPENSATION CLASSIFICATIONS - Colorado

State Employer ID Number:
 NCCI Intrastate / Interstate Number:

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
006	9063	Ymca, Ywca, Ymha, Or Ywha, Institution - All Employees And Clerical	191,000	0.9932	\$ 1,897.00
		Total Manual Premium			\$ 1,897.00
	9812	Employers Liability 1000/1000/1000		0.0110	\$ 21.00
	9848	Balance To Meet Increase Limits Minimum Premium			\$ 23.00
		Total Subject Premium			\$ 1,941.00
		Total Modified Premium			\$ 1,941.00
		Total Standard Premium			\$ 1,941.00
	0063	Premium Discount			\$ -39.00
	9740	Terrorism	191,000	0.0076	\$ 15.00

Extension of Information Page

Policy Number: 01-0005-336

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
	9741	Catastrophe (Other Than Certified Acts of Terrorism)	191,000	0.0153	\$ 29.00
		Colorado Total Estimated Annual Premium			\$ 1,946.00

SCHEDULE OF WORKERS COMPENSATION CLASSIFICATIONS - Maryland

State Employer ID Number:
NCCI Intrastate / Interstate Number:

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
003	8864	Social Services Organization - All Employees And Salespersons, Drivers	320,000	1.3870	\$ 4,438.00
		Total Manual Premium			\$ 4,438.00
	9812	Employers Liability 1000/1000/1000		0.0110	\$ 49.00
		Total Subject Premium			\$ 4,487.00
		Total Modified Premium			\$ 4,487.00
		Total Standard Premium			\$ 4,487.00
	0063	Premium Discount			\$ -90.00
	9740	Terrorism	320,000	0.0584	\$ 187.00
	9741	Catastrophe (Other Than Certified Acts of Terrorism)	320,000	0.0146	\$ 47.00
		Maryland Total Estimated Annual Premium			\$ 4,631.00

SCHEDULE OF WORKERS COMPENSATION CLASSIFICATIONS - Massachusetts

State Employer ID Number:
NCCI Intrastate / Interstate Number:

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
005	9063	Ymca, Ywca, Ymha Or Ywha, Institution-all Emps And Clerical	258,000	0.5300	\$ 1,367.00
		Total Manual Premium			\$ 1,367.00
	9812	Employers Liability 1000/1000/1000		0.0200	\$ 27.00
		Total Subject Premium			\$ 1,394.00
	9885	Merit Rating		0.9500	\$ -70.00
		Total Modified Premium			\$ 1,324.00
		Total Standard Premium			\$ 1,324.00
		Total Standard Premium Plus ARAP Surcharge			\$ 1,324.00
	0063	Premium Discount			\$ -10.00
		Premium Subject To QLMP			\$ 1,314.00
		Premium Subject To Loss Constant			\$ 1,314.00
	0900	Expense Constant			\$ 338.00
	9740	Terrorism	258,000	0.0300	\$ 77.00
		Premium Subject To Total Policy Minimum Premium			\$ 1,729.00

Extension of Information Page

Policy Number: 01-0005-336

<u>Location Number</u>	<u>Code Number</u>	<u>Classifications</u>	<u>Premium Basis Total Estimated Annual Remuneration</u>	<u>Rate Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
		Total Premium			\$ 1,729.00
	0001	DIA Assessment		0.0418	\$ 54.00
		Massachusetts Total Premium			\$ 1,783.00

POLICY CONDITIONS

A. Membership and Notice Of Annual Meeting

This policy is issued to you as a member of a mutual holding company. As a member, you or your representative are entitled to one vote only - either in person or by proxy - at the annual member's meeting. Your rights as a member and your right to vote at the annual meeting shall exist only while a valid policy remains in force.

Beginning in May 2022, the annual member's meeting is held at the company's home office on the first Thursday in May in each year, at 10:00 a.m.

B. Participation Clause Without Contingent Liability

ALL STATES EXCEPT CALIFORNIA AND TEXAS: This policy is nonassessable. Under acceptance of this policy, the insured becomes a member of the Company, but such membership shall terminate if and when the policy of insurance shall be terminated without renewal for any reason whatever. The insured shall participate in the distribution of dividends to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law.

TEXAS ONLY. No Contingent Liability: This policy is nonassessable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

CALIFORNIA ONLY. No Contingent Liability: This policy is nonassessable.

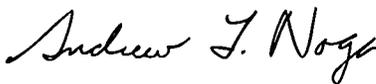
Under California Law it is unlawful for an insurer to promise the future payment of dividends under an unexpired Workers Compensation Policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the Company following policy expiration.

It is a misdemeanor for any insurer or officer or agent thereof, or any insurance broker or solicitor, to promise the payment of future Workers Compensation dividends.

The insured shall participate in the earnings of the Company represented by surplus accumulated from premiums on California Workers' Compensation policies to the extent and upon the conditions determined by the Board of Directors of the Company in accordance with the provisions of law and made applicable to this policy, provided that no dividend shall be payable hereunder unless the insured has complied with the terms of the policy in respect to the payment of premium.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.


President


Secretary

GuideOne Insurance Company
1111 Ashworth Road
West Des Moines, Iowa 50265-3538

MUTUAL CONDITIONS

A. Mutuals – Membership and Voting Notice

The insured is notified that by virtue of this policy, he is a member of GuideOne Mutual Insurance Company of West Des Moines, Iowa, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office on the fourth Thursday of January in each year at 10:00 a.m.

B. Mutuals – Participation Clause Without Contingent Liability

ALL STATES EXCEPT CALIFORNIA: This policy is nonassessable. Under acceptance of this policy, the insured becomes a member of the Company, but such membership shall terminate if and when the policy of insurance shall be terminated without renewal for any reason whatever. The insured shall participate in the distribution of dividends to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law.

CALIFORNIA ONLY. Participation Provision. No Contingent Liability: This policy is nonassessable.

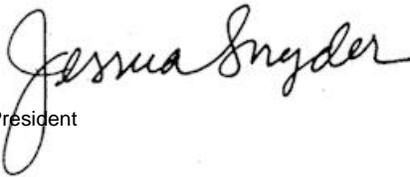
Under California Law it is unlawful for an insurer to promise the future payment of dividends under an unexpired Workers Compensation Policy or to misrepresent the conditions for dividend payment. Dividends are payable only pursuant to conditions determined by the Board of Directors or other governing board of the Company following policy expiration.

Forfeiture of a right to, reduction in the amount of, or delay in the payment of a policyholder's dividend due to the policyholder's failure to accept renewal of the policy or subsequent policies issued by the same insurer is illegal and constitutes an unfair practice.

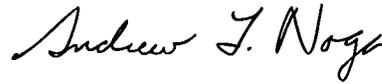
It is a misdemeanor for any insurer or officer or agent thereof, or any insurance broker or solicitor, to promise the payment of future Workers Compensation dividends.

The insured shall participate in the earnings of the Company represented by surplus accumulated from premiums on California Workers' Compensation policies to the extent and upon the conditions determined by the Board of Directors of the Company during the Annual Meeting held in its Home Office on the fourth Thursday of January in each year at 10:00 a.m. in accordance with the provisions of law and made applicable to this policy, provided that no dividend shall be payable hereunder unless the insured has complied with the terms of the policy in respect to the payment of premium.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



President



Secretary

GuideOne Mutual Insurance Company
1111 Ashworth Road
West Des Moines, Iowa 50265-3538

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

POLICY AMENDATORY ENDORSEMENT – CALIFORNIA

It is agreed that, anything in the policy to the contrary notwithstanding, such insurance as is afforded by this policy by reason of the designation of California in Item 3 of the Information Page is subject to the following provisions:

1. **Minors Illegally Employed – Not Insured.** This policy does not cover liability for additional compensation imposed on you under Section 4557, Division IV, Labor Code of the State of California, by reason of injury to an employee under sixteen years of age and illegally employed at the time of injury.
2. **Punitive or Exemplary Damages – Uninsurable.** This policy does not cover punitive or exemplary damages where insurance of liability therefor is prohibited by law or contrary to public policy.
3. **Increase in Indemnity Payment – Reimbursement.** You are obligated to reimburse us for the amount of increase in indemnity payments made pursuant to Subdivision (d) of Section 4650 of the California Labor Code, if the late indemnity payment which gives rise to the increase in the amount of payment is due less than seven (7) days after we receive the completed claim form from you. You are obligated to reimburse us for any increase in indemnity payments not covered under this policy and will reimburse us for any increase in indemnity payment not covered under the policy when the aggregate total amount of the reimbursement payments paid in a policy year exceeds one hundred dollars (\$100).

If we notify you in writing, within 30 days of the payment, that you are obligated to reimburse us, we will bill you for the amount of increase in indemnity payment and collect it no later than the final audit. You will have 60 days, following notice of the obligation to reimburse, to appeal the decision of the insurer to the Department of Insurance.

4. **Application of Policy.** Part One, “Workers Compensation Insurance”, A, “How This Insurance Applies”, is amended to read as follows:

This workers compensation insurance applies to bodily injury by accident or disease, including death resulting therefrom. Bodily injury by accident must occur during the policy period. Bodily injury by disease must be caused or aggravated by the conditions of your employment. Your employee’s exposure to those conditions causing or aggravating such bodily injury by disease must occur during the policy period.

5. **Rate Changes.** The premium and rates with respect to the insurance provided by this policy by reason of the designation of California in Item 3 of the Information Page are subject to change if ordered by the Insurance Commissioner of the State of California pursuant to Section 11737 of the California Insurance Code.
6. **Long Term Policy.** If this policy is written for a period longer than one year, all the provisions of this policy shall apply separately to each consecutive twelve-month period or, if the first or last consecutive period is less than twelve months, to such period of less than twelve months, in the same manner as if a separate policy had been written for each consecutive period.
7. **Statutory Provision.** Your employee has a first lien upon any amount which becomes owing to you by us on account of this policy, and in the case of your legal incapacity or inability to receive the money and pay it to the claimant, we will pay it directly to the claimant.

8. Part Five, "Premium", E, "Final Premium", is amended to read as follows:

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- a. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- b. If you cancel, final premium may be more than pro rata; it will be based on the time this policy was in force, and may be increased by our short-rate cancellation table and procedure. Final premium will not be less than the pro rata share of the minimum premium.

It is further agreed that this policy, including all endorsements forming a part thereof, constitutes the entire contract of insurance. No condition, provision, agreement, or understanding not set forth in this policy or such endorsements shall affect such contract or any rights, duties, or privileges arising therefrom.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

DUTY TO DEFEND – CALIFORNIA

The insurance afforded by Part One, Section C, "We Will Defend," is hereby deleted and replaced with the following:

WE WILL DEFEND

We have the right and duty to defend at our expense any claim or proceeding against you before the California Workers' Compensation Appeals Board or its equivalent in any other state (and any appeal of a decision therefrom) for the benefits payable by this workers' compensation insurance. We have the right to investigate and settle these claims or proceedings.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

Nothing contained in this Section shall amend, modify, restrict or otherwise alter any obligations or conditions under Part Two – Employer's Liability Insurance of the policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

EMPLOYER'S LIABILITY COVERAGE AMENDATORY ENDORSEMENT – CALIFORNIA

The insurance afforded by Part Two (Employers' Liability Insurance) by reason of designation of California in item 3 of the information page is subject to the following provisions:

A. "How This Insurance Applies," is amended to read as follows:

A. How This Insurance Applies

This employers' liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury means a physical injury, including resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in California.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. The "Exclusions" section is modified as follows (all other exclusions in the "Exclusions" section remain as is):

1. Exclusion 1 is amended to read as follows:

1. liability assumed under a contract.

2. Exclusion 2 is deleted.

3. Exclusion 7 is amended to read as follows:

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, termination of employment, or any personnel practices, policies, acts or omissions.

4. The following exclusions are added:

1. bodily injury to any member of the flying crew of any aircraft.
2. bodily injury to an employee when you are deprived of statutory or common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law(s) applicable to you or otherwise fail to comply with that law.
3. liability arising from California Labor Code Section 2810.3 which relates to labor contracting.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

OPTIONAL PREMIUM INCREASE ENDORSEMENT – CALIFORNIA

You must provide us, or our authorized representative, access to records necessary to perform a payroll verification audit. If you fail to provide access within 90 days after expiration of the policy, you are liable to pay a total premium equal to 3 times our current estimate of the annual premium for your policy. In addition, if you fail to provide access after our third request within a 90 day or longer period, you are also liable for our costs in attempting to perform the audit unless you provide a compelling business reason for your failure.

We will contact you to schedule appointments during normal business hours.

We will notify you of your failure to provide access by mailing a certified, return-receipt document stating the increased premium and the total amount of our costs incurred in our attempt(s) to perform an audit. In addition to any other obligations under this contract, 30 days after you receive the notification, you will be obligated to pay the total premium and costs referenced above. If, thereafter, you provide access to your records within three years after the policy expires, or within another mutually agreed upon time, and we succeed in performing the audit to our satisfaction, we will revise your total premium and the costs due to reflect the results of the audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation:

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Material failure to comply with federal or state safety orders or written recommendations of our designated loss control representatives;
 - h. The occurrence of a material change in the ownership of your business;
 - i. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - j. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - k. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in Items (g) through (k), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. If we mail the notice to you, the stated periods of notice and your right to remedy the condition will be extended by 5 days if the place of mailing and your mailing address is within California, 10 days if the place of mailing or your mailing address is outside of California and 20 days if the place of mailing or your mailing address is outside of the United States.
5. The policy period will end on the day and hour stated in the cancellation notice.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

COVID-19 REPORTING REQUIREMENT ENDORSEMENT – CALIFORNIA

In addition to the requirements under Part 4, “Your Duties if Injury Occurs” of your policy, if you have five or more employees and an employee that is not described in California Labor Code section 3212.87 tests positive for COVID-19, you are required to report the following information as provided below.

Reporting COVID-19 Positive Tests from July 6, 2020 to September 17, 2020

Pursuant to California Labor Code Section 3212.88(k)(2), if you are aware of an employee testing positive for COVID-19 on or after July 6, 2020 and prior to September 17, 2020, you must report to your claims administrator in writing via electronic mail or facsimile within 30 business days of September 17, 2020, all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employee’s specific place of employment during the 14-day period preceding the date of the employee’s positive test.
- (4) The highest number of employees who reported to work at each of the employee’s specific places of employment on any given work day between July 6, 2020 and September 17, 2020.

Reporting COVID-19 Positive Tests from September 17, 2020 to January 1, 2023

Pursuant to California Labor Code Section 3212.88(i), when you know, or reasonably should know, that an employee has tested positive for COVID-19 between September 17, 2020 and January 1, 2023, you must report to your claims administrator in writing via electronic mail or facsimile within 3 business days all of the following:

- (1) An employee has tested positive. For purposes of this reporting, do not provide any personally identifiable information regarding the employee who tested positive for COVID-19 unless the employee asserts the infection is work related or has filed a claim form pursuant to California Labor Code Section 5401.
- (2) The date that the employee tests positive, which is the date the specimen was collected for testing.
- (3) The specific address or addresses of the employee’s specific place of employment during the 14-day period preceding the date of the employee’s positive test.
- (4) The highest number of employees who reported to work at the employee’s specific place of employment in the 45-day period preceding the last day the employee worked at each specific place of employment.

Labor Code Section 3212.88(j) states that the intentional submission of false or misleading information or the failure to report the above information as required may subject you to a civil penalty in the amount of up to \$10,000 to be assessed by the Labor Commissioner.

For the purposes of these reporting requirements, California Labor Code Section 3212.88(m) provides the following:

- (1) "COVID-19" means the 2019 novel coronavirus disease.
- (2) "Test" or "testing" means a PCR (Polymerase Chain Reaction) test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA. "Test" or "testing" does not include serologic testing, also known as antibody testing. "Test" or "testing" may include any other viral culture test approved for use or approved for emergency use by the United States Food and Drug Administration to detect the presence of viral RNA which has the same or higher sensitivity and specificity as the PCR Test.
- (3) "A specific place of employment" means the building, store, facility, or agricultural field where an employee performs work at the employer's direction. "A specific place of employment" does not include the employee's home or residence, unless the employee provides home health care services to another individual at the employee's home or residence.

For additional assistance please contact your agent or GuideOne Insurance Company: Claims Service Unit 888-748-4326.

How Do I Report A Claim?

- Gather and document the facts.
- Complete State Appropriate First Report of Injury Form.
- Report all workers compensation claims by submitting First Report of Injury Form to GuideOne by one of the following:

Fax: 800-676-4457
Email: CLU@guideone.com

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

COLORADO CLASSIFICATION ENDORSEMENT

This endorsement applies only to the insurance provided by Part One (Workers Compensation Insurance) because Colorado is shown in Item 3.A. of the Information Page.

Section B. Classifications of Part Five (Premium) is amended by adding the following:

The assignment of a proper classification resulting in higher premium is allowed only if the misclassification was caused by your failure to provide accurate or complete data. If your operation changes during the policy term, you must notify us within ninety days of the change. Failure to notify us will be considered a failure to provide accurate or complete data.

Section E. Final Premium of Part Five is amended by adding this sentence at the end of the first paragraph:

Payments to us or to you based on improper classification may be collected or refunded during the term of the policy and for twelve months after the term.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

MARYLAND CANCELLATION AND NONRENEWAL ENDORSEMENT

This endorsement applies because Maryland is shown in Item 3.A. of the Information Page.

Part Six-Conditions, Section D. (Cancellation) of the policy is replaced by the following:

D. Cancellation and Nonrenewal

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel or nonrenew this policy as follows:
 - a. If the policy is cancelled for non-payment of premium, we will file with the Maryland Workers Compensation Commission's designee, and serve you by certificate of mailing, not less than 10 days advance written notice stating when the cancellation will take effect.
 - b. If the policy is cancelled for reasons other than non-payment of premium or if the policy is nonrenewed, we will file with Maryland Workers Compensation Commission's designee, and serve by certified mail or personal service to you, not less than 45 days advance written notice stating when the cancellation or nonrenewal will take effect.

Mailing this notice by certified mail to you at your mailing address last known to us creates presumption of actual delivery of notice. You may be able to rebut this presumption by providing evidence that the notice was not delivered.

3. The effective dates of the cancellation or nonrenewal are determined as follows:
 - a. Except for cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation or nonrenewal notice, or 45 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.
 - b. For cancellation for non-payment of premium, the policy period will end on the day and hour stated in the cancellation notice, or 10 days after the date the notice is received by the Maryland Workers Compensation Commission's designee, whichever date is later.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

MARYLAND NOTIFICATION OF 45-DAY UNDERWRITING PERIOD ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Maryland is shown in Item 3.A. of the Information Page.

1. Your policy is subject to a 45-day underwriting period beginning on the effective date of coverage. In accordance with Md. Code Ann. Ins. §12-106, if we discover a material risk factor during the underwriting period, we may:
 - a. Cancel this policy during the underwriting period if you do not meet our underwriting standards; or
 - b. Recalculate your premium from the effective date of the policy if you meet our underwriting standards.

A material risk factor means a risk factor that:

- Was incorrectly recorded or not disclosed by the insured in an application for insurance;
- Was in existence on the date of the application; and
- Modifies estimated annual premium charged on the policy in accordance with the rates and supplementary rating information filed by the carrier

A material risk factor does not include:

- Information that constitutes a material misrepresentation; or
- A change initiated by an insured, including any request by the insured that results in a change in coverage, change in deductible, or other change to a policy.

2. If we recalculate your premium because we discovered a material risk factor during the underwriting period, we will provide to you, by certificate of mailing or by delivery of electronic means in accordance with Md. Code Ann. Ins. §27-601.2, written notice of the following information by no later than the end of the underwriting period:
 - a. The amount of the recalculated premium;
 - b. The reason for the increase or reduction in the premium; and
 - c. Your right to cancel this policy and receive a pro rata refund of any premium paid by notifying us of the cancellation.
3. If you cancel this policy following receipt of a notice of recalculated premium, you will receive a pro rata refund of any premium paid, regardless of whether your policy is a retrospectively rated policy.
4. Nothing in this endorsement prohibits us from conducting an audit in accordance with the provisions of your policy or charging and collecting the final premium based on the results of the audit.
5. This endorsement does not apply if your policy is a renewal policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium \$

Insurance Company

Countersigned by _____

MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because Massachusetts is listed in Item 3.A. of the Information Page.

Our liability to you under Section 25 of Chapter 152 of the General Laws of Massachusetts is not subject to the limit of liability that applies to Part Two (Employers Liability Insurance).

MASSACHUSETTS—ASSESSMENT CHARGE

Massachusetts General Laws, Chapter 152, Section 65, as amended by Chapter 572 of the Acts of 1985, establishes a workers compensation special fund and a workers compensation trust fund.

On behalf of the Department of Industrial Accidents (DIA), the insurance company providing workers compensation coverage is required to bill and collect an assessment charge covering the special and trust funds from insured employers and remit the amounts collected to the State Treasury.

The assessment charge, which is determined by applying a rate (subject to annual change) to the DIA's standard premium, as defined and outlined in 452 CMR 7.00, developed under your policy, is shown as a separate item on the information page of the policy. The rate may be different for private employers and for the Commonwealth and its political subdivisions.

The income derived from the assessment charge will be used to fund the operating expenses of the DIA and to fund certain employee benefits as described in Chapter 152.

MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact your agent or us.

You may obtain pertinent rating information by submitting a written request to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this endorsement or to us at our company address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your classification, rates, premiums or audit results were determined. If we fail to grant or reject your request within thirty days after it is made or if you are not satisfied by the results of our review, you may submit a written request for review to the Workers' Compensation Rating and Inspection Bureau of Massachusetts ("WCRIBMA") at the address shown in this endorsement. If the WCRIBMA fails to grant or reject your request within thirty days after it is made or [i]f you are not satisfied with the results of the WCRIBMA review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Reserve or Settlements

You may request a loss run, which contains reserve and settlement information for claims that relate to the premium for this policy. Such a request must be in writing and should be sent to our address shown on this endorsement. We will provide you with that information within thirty (30) days of receipt of your request, and at reasonable intervals thereafter.

If you have any questions or believe that we set unreasonable reserves or made unreasonable settlements that affected your premiums or losses, you may make a written request through your agent or directly to us for a meeting with our company representative. If you are not satisfied with the results of the meeting, you may make a written appeal to the Insurance Commissioner at the address shown on the endorsement.

3. Named Insured

You are responsible for immediately reporting all changes in name or legal status to us in writing at the company address shown in this Endorsement.

If you want to add a named insured or replace the named insured with another legal entity on any policy issued through the Massachusetts Assigned Risk Pool you must submit a new Assigned Risk Pool Application, including a Confidential Request for Information Form (ERM), to the Workers' Compensation Rating and Inspection Bureau of Massachusetts at the address shown in this Endorsement.

4. Insured's Mailing Address

Notices relating to this Policy will be mailed or delivered to your mailing address. Your mailing address is that which is shown in Item 1 of the Information Page or in a change of address Endorsement to the Policy. You are responsible for notifying us in writing at the company address shown in this Endorsement about any change to your mailing address.

Addresses

The Workers' Compensation Rating and
Inspection Bureau of Massachusetts
Attention: Customer Service Department
101 Arch Street, 5th Floor
Boston, MA 02110
www.wcribma.org

Commissioner of Insurance
Division of Insurance
Department of Banking and Insurance
1000 Washington St, 8th Floor
Boston, MA 02118-2218

GuideOne Insurance
Attn: Commercial Services
1111 Ashworth Road
West Des Moines, Iowa 50265-3538

MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT

Section D of Part Five of the Policy is replaced by this provision:

PART FIVE PREMIUM

D. Premium Payments is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The audit and retrospective premiums shall be paid by the due date indicated on the billing statement.**

MASSACHUSETTS CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Massachusetts is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition of the policy is replaced by the following:

Cancellation

1. You may cancel this policy by mailing or delivering to us advance written notice requesting cancellation. Such cancellation shall not be effective until ten days after written notice is given by us to The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
2. We may cancel this policy only if based on one or more of the following reasons: (i) nonpayment of premium; (ii) fraud or material misrepresentation affecting your policy; or (iii) a substantial increase in the hazard insured against. Such cancellation shall not be effective until ten days after written notice is given by us to you and The Workers' Compensation Rating and Inspection Bureau of Massachusetts (Bureau), or until notice has been received by the Bureau that you have secured insurance from another insurance company, whichever occurs first. Our notice to the Bureau may be given by electronic transmission.
3. We will mail or deliver the notice of cancellation to you at your last address, which shall be the mailing address shown in Item 1 of the Information Page or the change of mailing address shown in an Endorsement to the Policy. Pursuant to M.G.L. Chapter 175, Section 187C, a written notice of cancellation shall be deemed effective when mailed by us if we obtain a certificate of mailing receipt from the United States Postal Service showing your name and address as stated in the policy.
4. Any of these provisions that conflict with the law that controls the cancellation of this insurance policy is changed by this statement to comply with the law.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.

3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident -- each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease -- policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease -- each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE -- PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX -- CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

- | | | <u>Estimated Eligible Premium</u> | | | |
|------------------------|--|-----------------------------------|-------------------|---------------------|---------|
| 1. <u>State</u> | | | | | |
| | Massachusetts | First
\$10,000 | Next
\$190,000 | Next
\$1,550,000 | Balance |
| 2. | Average percentage discount: 0.75% | | | | |
| 3. | Other Policies: | | | | |
| 4. | If there are no entries in Items 1, 2, and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number: | | | | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

Estimated Eligible Premium

1. State

California, Colorado, Maryland

First
\$5,000

Next
\$95,000

Next
\$400,000

Balance

2. Average percentage discount: 2.01%

3. Other Policies:

4. If there are no entries in Items 1, 2, and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

90-DAY REPORTING REQUIREMENT – NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE PREMIUM

D. Premium is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
Insurance Company

Endorsement No.

Countersigned by _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- **Catastrophe (Other Than Certified Acts of Terrorism):** Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- **Earthquake:** The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- **Noncertified Act of Terrorism:** An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **Catastrophic Industrial Accident:** A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
Colorado	0.0153	\$ 29.00
Maryland	0.0146	\$ 47.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
California	0.0611	\$ 175.00
Colorado	0.0076	\$ 15.00
Maryland	0.0584	\$ 187.00
Massachusetts	0.0300	\$ 77.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

State(s)	Schedule Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
Massachusetts, California, Maryland, Colorado	Estimated Annual Premium	Two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____



1111 Ashworth Road
West Des Moines, Iowa 50265

1-877-448-4331
www.GuideOne.com

©2005-2014 GuideOne Insurance. GuideOne® is the registered trademark of the GuideOne Mutual Insurance Company. All rights reserved.

The Preferred® policy for the Preferred Risk®.



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.

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:

Cover Sheet Template			
Organization Name	Soccer Without Borders		
Primary Contact Person:	Ben Gucciardi	Secondary Contact Person:	Ye-Htet Soe
Email:	Ben@soccerwithoutborders.org	Email:	Tet@soccerwithoutborders.org
Telephone #:	510-879-2142	Telephone #:	510-879-2142

Cover Sheet Template		
Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input checked="" type="checkbox"/>	Yes
		No
Are you currently providing sports programming in OUSD?	<input checked="" type="checkbox"/>	Yes
		No
If so, please list the sites that you are providing sports programming in OUSD schools.	Oakland International High School, Castlemont, Fremont, Oakland High School, Rudsdale Academy, Frick United Academy of Language, Roosevelt, Urban Promise Academy	
Have you provided sports programming in the past?	<input checked="" type="checkbox"/>	Yes
		No
If so, please identify the years and durations served.	15	# Years
Do you currently provide sports programming in other school districts besides OUSD?	<input checked="" type="checkbox"/>	Yes
		No
If yes , please list all school districts you have served.		
California: Hayward, San Jose, Los Angeles - Washington: Seattle, Kent - Maryland: Baltimore, Prince George's County - New York: Brooklyn - Massachusetts: Boston, Chelsea, Somerville - Colorado: Aurora, Greeley		

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.

SWB is proposing to create a league infrastructure to serve up to 20 elementary school sites. As part of this proposal, SWB will seek input from key stakeholders around program design to ensure the league meets the needs of students and the capacity of school sites. A key aspect of this proposal is to train and employ high-school aged OUSD students who are current participants and leaders in SWB programs as assistant coaches and referees for all league activities, and to train school provided head coaches from each participating school.

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.

We believe 20 school sites is a good goal for year 1 of the Liga de Paz, and that not ^{all} OUSD elementary schools will opt-in to league participation. We will need Saturday access to 2-3 school sites with a soccer field, water fountain and restroom access to provide this program.

On behalf of Soccer Without Borders (Agency), I, Ben Gucciardi (name)
Director (Position), declare under penalty of perjury under the laws
of the State of California that the foregoing is true and correct.

Signature: Ben Gucciardi

Date: June 15th, 2022



June 15th, 2022

Dear Francisco Flores,

Soccer Without Borders (SWB) Oakland, a 501(c)(3) non-profit organization applying to **RFP #21-120ExLO**, is honored to present this proposal for your review.

This letter is to confirm that Soccer Without Borders is willing and able to perform the commitments outlined in this proposal. Please feel free to contact me with any questions. My e-mail is ben@soccerwithoutborders.org and my phone number is (415)-912-7139. You can also contact our Executive Director, Mary Connor at mary@soccerwithoutborders.org or (610)-608-5546. We sincerely appreciate your time and consideration, and all you do to support Oakland.

Best Regards,

A handwritten signature in black ink, appearing to read "Ben Gucciardi".

Ben Gucciardi, M. Ed.
Founder and Oakland Director
Soccer Without Borders
ben@soccerwithoutborders.org
M: (415)-912-7139

ORGANIZATIONAL CAPACITY: Soccer Without Borders (SWB) is an award-winning national organization that uses soccer as a vehicle for positive change. Since 2006, SWB has been working with newcomer youth and families in Oakland to offer an engaging, youth-centered service that combines soccer play with health, educational and community building activities, while proactively reducing barriers to entry that typically leave newcomers excluded. For over 15 years, SWB has launched teams and leagues in Oakland to leverage the universal language of soccer, the safety net of a team, and a skill-building framework to empower youth to advance academically, develop personally, make healthy lifestyle choices, build social capital, and develop language skills.

SWB is proposing to work in partnership with key Oakland Unified School District teachers, school leaders, afterschool program leaders and the Extended Learning Office to design and implement the ‘Liga de Paz’; an inclusive, youth-development focused soccer league for OUSD elementary school students. This league fits best into the category of a School-Based Model. The 8–10-week league will provide organized, positive recreation for elementary school students, while also creating a platform for high school aged OUSD newcomer youth gain leadership and professional skills by serving as paid referees or assistant coaches. All OUSD elementary schools can opt in to participate in the league, which will take place from February-early April of 2023 at 4 hub school sites that will serve as hosts in different regions of Oakland most geographically convenient to participating schools. Those hub school sites will be the locations for Saturday games. The league will be designed with two primary beneficiary groups: 4th and 5th grade boys and girls who will participate in the league, and high school aged newcomer youth who will be trained as referees and assistant coaches. While we have a proposed structure, league dates and target age group in mind, a central facet of realizing the

Liga de Paz will be to lead conversations, focus groups and conduct surveys with elementary school sites, OUSD extended learning staff and potential partner agencies to design a league that best fits the needs of students and the capacity of school sites, with a focus on reducing barriers for school staff and teachers. The target age groups, duration of the league, and game day may change based on school feedback, as might allocation of funds if we find many schools are not able to provide a coach.

SWB prioritizes consistent, well-trained staff who commit to a year or more with their teams. In 2022, our average head coach tenure in Oakland is 41 months. SWB centers the needs of our community by hiring program alumni and staff with immigrant backgrounds into leadership positions within the organization. Currently, more than 40% of SWB's national staff members are program alumni. The broader SWB Oakland Staff includes speakers of Spanish, Mam, Burmese, Karen, Arabic, and Tigrinya, 6 of whom are SWB program alumni.

The Oakland Liga de Paz will rely on schools to provide the primary head coaches for each elementary school team for the duration of the league (8-10 weeks). SWB will provide mandatory training for all school provided coaches in the principles of sports-based youth development and a sample 10-week activities curriculum. SWB will also provide equipment, structure, league management, communication with all school sites, and coaching support through placement of youth Assistant Coaches. SWB will train and place youth referees and adult site leaders that will serve as game day facilitators for all games. These site leaders will hold opening and closing circles before and after every game to build community amongst all participating youth and establish the program culture for all game activities, ensure an emotionally and physically safe environment that ensures gender inclusion and positive play, which will greatly simplify the role of school provided coaches.

FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT: As a lead and sub-grantee from national, state and city funding sources, SWB is well-positioned to manage a grant of this nature. We have maintained platinum status for organizational transparency from Guidestar and Top-rated status from Great Non-Profits for many years, reflecting our commitment to sound governance and financial stewardship. Our financial system is guided by our standard operating procedures which ensure sound fiscal management and spending transparency. Our financial health is overseen by the Board Finance Committee, which consists of the Board Treasurer, an at-large Board member who is a certified CPA, and the Executive Director, supported by our staff Finance Manager. SWB staff follow extensive child safeguarding policies to ensure student safety and wellbeing, these policies are in accord with the international safeguarding children in sports initiative, and are reviewed each year by SWB's Program Director's Council.

For this project to be successful, we will need to distribute balls, cones and uniform shirts to all schools who participate in the league. We will also need to provide referee uniforms and whistles for all youth referees. Our recommendation is to allow the schools to keep the balls and cones. SWB will work with each school to coordinate pick up of uniforms and return them to OUSD. We will also work with outside partners to collect donated soccer equipment, including cleats, extra balls and coaching materials and shin guards for children who need these items.

AGENCY INFRASTRUCTURE: SWB has successfully contracted with OUSD's ELLMA department for over ten years, with a proven track record of delivering high quality services in compliance with all OUSD and CA Dept. of Education policies, and reproducing all necessary records, including staff background check and TB Test records, insurance requirements, school-site MOU's and agency letters of qualification. In our own programs, we strive for a 1:12 coach to player ratio, utilizing paid alumni or community volunteer assistant coaches to support

program implementation led by an extensively trained Program Coordinator. All of our Program Coordinators have a Bachelor's Degree, and two have advanced graduate degrees, and all are extensively trained in sports-based youth development, trauma informed coaching, restorative practices and sport coaching skills.

Our primary point of contact for the OUSD expanded learning partnership will be Program Manager Ye-Htet Soe, with support from Oakland Director Ben Gucciardi and a Liga de Paz Coordinator (staff member TBD). As an OUSD and SWB alum, Ye-Htet has more than ten years of experience successfully working with diverse stakeholders in OUSD to build positive relationships, successfully collaborating with OUSD school sites to run programming that meets their needs. Oakland Director Ben Gucciardi has been a consultant in creating sports-based youth development programs in over ten countries, and is recognized as a leader in the sport for development field.

YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT

PROCESS, AND SCHOOL DISTRICT ALIGNMENT: SWB was created to make youth sports more inclusive. Our programs are specifically designed for newcomer youth, a population that is systematically excluded from traditional sports leagues due to cost, language barriers, access and other complex barriers. In Oakland, one in eight high school aged students is classified as a newcomer. Despite the large and consistent inflow of newcomer youth, they are one of the most vulnerable populations in Oakland. Not only are newcomer youth navigating a new culture and language with limited support, their often traumatic backgrounds and interrupted educational histories create significant barriers to traditional models 'success'.

Intentionally-designed, culturally relevant solutions are crucial in connecting newcomer youth to the services and supports they need. SWB does just this with its engaging, innovative,

cost-effective programs. We have 15 years of data indicating our impact and the effectiveness of our program to support newcomer youth. The combination of an evidence-based design, relentless monitoring of the implementation process, and a constant loop of feedback and share back has yielded decidedly positive results: since 2007, 93% of regular SWB Oakland participants have graduated from high school, compared to 60-65% of newcomer youth in OUSD. In 2020-21, in spite of the unprecedented interruptions caused by the pandemic, 96% of regular SWB Oakland participants completed their grade level and stayed engaged in school.

In addition to these statistics, multiple external evaluators have observed and validated the impact of SWB's work. For example, our program has recently been the subject of two PhD dissertations from students at Palo Alto University. Under the guidance of Dr. Sita Patel, Wil Firmender and Sarah Tilsey spent multiple years analyzing data and testimonials from SWB participants and comparing it to their peer groups. These studies overwhelmingly endorsed SWB's impact on the wellbeing, resilience, social self-efficacy and levels of academic engagement of SWB participants.

We foster character development and social-emotional learning through our program design and the intentionality of our staff. For example, every Liga de Paz games will start with an opening circle in which both teams and coaches will meet at the center of the field and make a circle. The site leader will welcome everyone, list a Word of the Day that introduces a theme such as 'Collaboration' or 'Self-Control' and have a conversation with players about that word, provide a chance for youth from different teams to meet each other and end with a unity clap. All games will end with a closing circle, in which youth will reflect on how both teams implemented the word of the day, will provide 2-3 positivity points to members of the other team and will end with a team cheer all together.

Sample Schedule

Each participating Elementary School will have the following sample program schedule. Practice day and Saturday game time to be determined according to field and staff availability.

January 2023

Liga de Paz Clinic 1 – Saturday, 10AM-Noon

Liga de Paz Clinic 2 – Saturday, 10AM-Noon

These two Liga de Paz clinics will take place in late January and will be led by SWB staff. Youth from any participating elementary schools can come and take part to get excited for the league, learn new skills and begin to get to know the referees and adults in charge of the league, as well as what to expect on game days. Soccer equipment will be distributed at these clinics to families who need it.

Mid February – April 2023

Practice Day: Tuesday 3PM-4:30PM – Led by school provided coach and SWB youth assistant coach. School provided coaches will receive training in the principles of sports-based youth development, trauma informed coaching practices, SWB favorite games and activities, and a practice plan model to follow with a sample curriculum for the duration of the league. Practices will include team-building activities, socio-emotional learning instruction, skill-building games, fun fitness activities, and game play. Please see the attached pages for a sample practice plan.

Game Day: Saturday 10AM–Noon – Led by Game Day Site Leader, school provided coach and SWB youth assistant coach. Each game will be refereed by two youth referees who are OUSD high school aged students and have been trained by SWB staff and certified by the US Soccer Federation. Teams will wear uniform T-shirts provided by the league. All games will start with an opening circle in which both teams and coaches will meet at the center of the field and make a circle. The site leader will welcome everyone, list a Word of the Day that introduces a theme such as ‘Collaboration’ or ‘Self-Control’ and have a conversation with players about that word, provide a chance for youth from different teams to meet each other and end with a unity clap. All games will end with a closing circle, in which youth will reflect on how both teams implemented the word of the day, will provide 2-3 positivity points to members of the other team and will end with a team cheer all together.

Liga de Paz Planning and Organizational Timeline:

Phase 1: July – September, 2022 – League visioning and school input

Phase 2: October – December, 2022 – School invitations, coach recruitment, youth assistant coach and referee recruitment, facility secure, equipment, site leaders hired and onboarded.

Phase 3: January – February, 2023 Coach training, youth assistant coaches and referees training, field day walk through, youth clinics to kick off league

Phase 4: Late February – April, 2023 – League Play

Phase 5 April – May, 2023 – Debrief and synthesize feedback – iterate for next year

Sample SWB Practice Plan, and template to train coaches on:

Week: 1	Day: 1	Date:
Theme: Welcome ~ Word of the Day: Exhaust		
Materials Needed: <ul style="list-style-type: none"> - # of small cones: - # of tall cones: - # of pinnies: - # of balls: - # of pugg goals: - Other materials: pens, printed practice plans, stopwatch, attendance sheet, permission slips for next week's field trip/excursion 		
Activity	Time	Coaching Notes
1. Preparation:	--	<i>Send practice plan via email to volunteer asst coaches by end of the day on Wednesday. Print copies for asst coaches on thurs if needed</i>
2. Set-up:	15	<i>Arrive 20min early to field for set-up. Set up Warm-up & the first 2 drills prior to practice. Have asst coaches set-up for small-sided during water break</i>
3. Opening Circle – name and favorite food <u>Motivational Minute</u> : “Learning is the only thing the mind never exhausts.”	5-8	<i>(Relate tired to exhaust and connect the importance of learning - have them remember one thing they learned from practice today to share at the end).</i>

<p>4. Warm Up</p>	<p>10</p>	<p><u>Caterpillar</u>: players get into pairs, they can choose. Once they are in pairs, coach yells out a math problem, player who can answer first within their pair wins and they other player becomes part of their team and holds on to their shoulders (starting to form a caterpillar). They then go find another pair and get ready for the next math question. Continue until there are 2 lines competing against each other in their long caterpillar lines. Use these teams for next activities.</p>
<p>5. Drill (Stations)</p>	<p>20</p>	<p><u>Cone Coordination</u>: players in 2-4 lines set up behind starting cone. 10-15 yds away are 3 different colored cones. Coach yells out color and players must do exercise to that cone and back. Start with running, add a ball if skill allows.</p> <p><u>Juggle Bee</u>: put players into 2 teams. Each group should have a coach to help. Coach gives the players a word, and to the best of their ability, they must juggle the ball (keep it up) while spelling the word out with each touch. All players can help spell or just the player who is hitting the ball that time.</p>
<p>6. Small Sided/Applied Game</p>	<p>20</p>	<p>**Water break before small-sided starts</p> <p><u>Categories</u>: split players into 2 teams. Each team sets up behind a goal with a coach. The coach gives the team a category (ex: colors – U.S. states) each player must write an item within the category and no one can give the same item. Once they write their word they run on the field to play against the other team. If they spell a word wrong, have another coach show them correct version under their spelling (after the game or before they go on field)</p>
<p>7. Scrimmage(s)</p>	<p>20</p>	<p>*Use the same 2 teams from Categories game</p>

8. Closing Circle	5-8	Kilos - ask for someone to explain what a kilo is and why we do them. Shoot for 2-3 kilos from the group. Make sure to share announcements @ end of practice - next practice (time/day), upcoming events, etc
9. Post-practice coaching notes/reflection:		

Liga De Paz Equipment List

8 Soccer balls for every school site – 160 balls in total

24 cones for every school site – 480 cones in total

15 T-shirt uniforms for every school site – 300 shirts in total

1 printed Liga de Paz Activities Curriculum provided to every school site – 20 Curriculum in total

Cleats, shin guards and practice gear provided to children and families who need it*

First Aid Materials for game day site

2 Folding tables for each game day site

Signage of League Agreements and Daily Schedule at each game day site

10 Referee shirts and 10 whistles for youth referees

Note: SWB will seek in-kind donations for these items, as well as other items listed here, and will also seek donations for league prizes and awards.

Liga de Paz Budget

Note: The proposed budget is for a league designed to serve 20 Elementary Schools, engaging up to 400 participants (20 teams at a maximum of 20 players per team).

Item	Requested Funds	Leveraged Funds	Justification of Requested Funds
Liga de Paz Coordinator	\$42,000		1 Coordinator at \$35 per hour x 30 hours a week x 40 weeks = \$42,000 staff member who will serve as engine of program, lead trainer, high school youth recruiter for assistant coaches and referees, site lead coordinator, school liaison and league manager.
SWB Program Manager	\$5,400	\$4,000	1 Program Manager at \$45 per hour x 5 hours a week x 24 weeks = \$5,400 Senior SWB staff to lead program design, curriculum creation, and league troubleshooting
SWB Program Director		\$6,500	The Program Director will oversee all staff working on the Liga de Paz and will ensure program quality, professionalism, professional development and grant stewardship and partnership management. (No Funds requested)
Game Day Site Leaders	\$6,000		2 Site Leaders at \$25 per hour x 10 hours per week x 12 weeks = \$6,000 Site Leader leaders will be physically present at school hubs for the entire length of the game day (4 games/Saturday) and will lead equipment set up and lead program culture activities at site
Youth Assistant Coaches	\$9,600		10 Youth Assistant Coaches at \$16 per hour x 5 hours per week x 12 weeks. (includes paid training) Youth Assistant Coaches will assist elementary school provided head coaches at practices and on game days.
Youth Referees	\$7,680		8 Youth Referees at \$16 per hour x 5 hours per week x 12 weeks. (includes paid training) Youth Referees will referee all games and will be trained as restorative referees and become certified to referee in external leagues as well.
Uniforms	\$3,000		\$125 per school site x 10 school sites (t-shirts only)
Soccer Balls	\$1,600		8 balls to 20 school sites, 160 balls at \$10/ball = \$1,600
First Aid	\$600		\$300 per school hub per season for basic first aid supplies

Other site equipment needs	\$700	\$8,000	Folding tables, signage, field lining equipment, whistles, corner flags, referee shirts. (SWB will also leverage \$8,000 worth of equipment through sponsors and donations)
Youth league management software	\$800		League management software to assist with scheduling and communication
Administrative cost	\$3,000	\$7,000	Funds requested for onboarding and payment costs of youth leaders and employees. (SWB will leverage funds for cost of various required insurance, non-profit compliance requirements, payroll and additional benefits)
Total Requested Funds	\$80,300		
Total Leveraged Funds		\$25,500	

Budget Narrative:

We believe that the commitment, intentionality and training of program staff is the most essential component of sports-based youth development programming. As a result, the majority of grant funds will support staff members that will deliver dynamic programming and share best practices of SBYD programming and coaching soccer with school site coaches. Specifically, grant funds will be used to support the following positions: Liga de Paz Coordinator, Program Manager, Game Day Site Leaders, Youth Referees, Youth Assistant Coaches.

Liga de Paz Coordinator: The Liga de Paz Coordinator will be the engine of the Liga de Paz. As a new initiative attempting to serve schools with varying resources, capacities and needs, considerable work needs to be done to design the Liga de Paz successfully. It is essential to have staff capacity to solicit and listen to key stakeholders' perspectives, and use their input to make a successful program design. The Liga de Paz coordinator will spend the fall months reaching out, listening and designing the league, recruiting youth referees and assistant coaches, planning trainings, securing the necessary equipment and creating the league infrastructure. In January, the Liga de Paz Coordinator will lead trainings for school site coaches, for game day site leaders, for youth assistant coaches, and for youth referees, and will also plan two clinics organized to increase interest and kick off the Liga de Paz. The Liga de Paz Coordinator will create the league schedule and communicate with all schools around scheduling challenges and updates, and will also communicate with school host sites. Following the successful completion of the league, the Liga de Paz Coordinator will collect materials, ensure compliance is met with attendance and reporting needs, and will seek feedback around school and youth experience to iterate and design a better second season in the upcoming school year.

Program Manager: The Program Manager will lead the training and ongoing support and supervision of Liga de Paz staff and will be central to program design, curriculum creation and troubleshooting. The Program Manager is a senior member of the SWB Oakland team, with over 10 years of experience in supporting newcomer youth. The Program Manager will regularly visit program locations to ensure program quality and to support particularly complex issues as they arise.

Game Day Site Leaders: Site leaders will be physically present at school hubs for the entire length of the game day (4 games/Saturday) and will lead equipment set up and clean up, and will be on hand to welcome players and families and direct people to appropriate areas. Before and after every game, site leaders will lead an opening and closing circle to create a strong program culture. Opening and closing circles include SWB program essentials such as the word of the day, positivity points, unity claps, and youth reflection, as spelled out in more detail in the main program narrative. Game Day Site Leaders will receive First Aid and CPR training and will ensure First Aid kits are well stocked for all game days.

Youth Assistant Coaches: Youth Assistant Coaches will be high school aged SWB participants who have shown strong leadership potential and will serve as assistant coaches at practices and on game days. Youth Assistant coaches will receive extensive training in soccer coaching and sports-based youth development, and will work 1-2 days a week after school as well as on weekend game days, being placed with a school provided head coach. For most Program Assistants, this will be their first job in the United States, and the money received will be crucial to supporting their families.

Youth Referees: Youth Referees will be high school aged SWB participants who have shown strong leadership potential and will serve as referees for all Liga de Paz games. They will receive training in restorative refereeing and will also receive referee certification through the US Soccer Federation, enabling them to serve as referees in other soccer leagues to earn money and support the broader community.

Equipment Costs: Each school will receive 8 soccer balls, cones, and t-shirt uniforms as part of participating in the league. These items will be purchased. SWB will also supplement these materials through donation solicitations of cleats, shin guards and additional soccer balls. First Aid will be on site for every game day and will also be purchased. Folding tables and signage will also be purchases and available on site.

Administrative Costs: Soccer Without Borders operates in multiple U.S. cities under one 501c3, what we call a ‘Shared-Services model’. This system reduces overall administrative costs by centralizing payroll, accounting, branding and human resources services. The administrative costs we are incurring here include costs for onboarding and administering payments to over 20 youth staff, and represent less than 4% of the overall budget.



Soccer Without Borders Statement of Qualifications

Prepared for the Oakland Unified School District

Mission:

Soccer Without Borders uses soccer as a vehicle for positive change for newcomer refugee and immigrant youth across the USA. SWB youth come from more than 50 countries and speak over 25 languages. In a safe and supportive team environment, youth develop the toolkit they need to overcome obstacles to growth, inclusion, and personal success.

The soccer field is one of the few places where newcomer youth immediately feel confident, valued, familiar, and like they can express themselves and contribute. When youth first come to the U.S., most feel the opposite. They are overwhelmed by what they don't know, and feel isolated in almost every aspect of life. Soccer can reach these young people in a way that no other activity can.

Our model leverages the universal language of soccer and the interpersonal safety net of a team to provide young people with the tools, skills and knowledge to pursue healthy lifestyles, advance academically, develop personally, build social capital, and acquire English language skills. Our model has been applied in eight U.S. cities, garnering investments from FIFA and the U.S. Soccer Foundation, as well as national media attention from ESPN and ESPNW, NPR, Huffington Post, New York Times, Washington Post, San Francisco Chronicle, Boston Globe, PBS, PRI, Mashable, and the Los Angeles Times, among others.

History:

Soccer Without Borders began working in Oakland in collaboration with OUSD in 2007 when it held the first annual newcomer community soccer camp. The success of that camp led to afterschool programming at Oakland International High School. Today, SWB runs afterschool and weekend programs for newcomer youth coming from 16 different OUSD schools, with school day presence at Oakland International High School, Castlemont High School, Rudsdale Newcomer, Oakland High School, Fremont High School, Roosevelt Middle School, Frick United Academy of Language and Urban Promise Academy, where SWB youth collaborate with school staff to teach socio-emotional learning skills and support youth academically. SWB has expertise in serving middle school and high school aged newcomer youth, who are English Language Learners.

Key Partners:

Oakland International High School, Fremont High School, Oakland High School, Castlemont High School, Rudsdale Newcomer, Frick United Academy of Language, Albany Berkeley



Soccer Club, Alameda County Behavioral Health Services, OUSD ELLMA Office, Bay Area Wilderness Training, East Bay Asian Youth Center, Oakland Kids First, Cal State East Bay

Key Successes:

Over the past three years, SWB has been a focus of several impact evaluations. Graduate students from UC Berkeley and Palo Alto University conducted impact studies on the work of SWB. Some of the key findings from these studies include the following:

- Core SWB participants were ten times less likely than their peers to drop out of school.
- Core SWB participants had fewer school absences compared to their classmates, with core participants missing an average of 4.35 days of school in 2015-16, while nonparticipants at the same school averaged 9.90 absences in 2015-16.
- More than 95% of core participants endorsed, that to some degree, participating in SWB had helped them become better at working with other kids, helped them make new friends, helped them become better at expressing themselves, helped them become better listeners, and gave them the opportunity to be a leader.

In addition to these statistics, SWB has won national awards from the White House, the Wharton School of Business at the University of Pennsylvania, the Robert Wood Johnson Foundation, Beyond Sport and the US Soccer Foundation, and is recognized as a leader in the sport for development field.

Programming During COVID 19:

Beginning in March of 2021, SWB successfully adapted programming to continue to engage students in recreational and education programming. During the spring of 2020, SWB held virtual team workouts and practice sessions, creating the Stay Home Season to keep healthy competition present in young people's lives and motivate team engagement. From the summer of 2020 and on, SWB adapted programs to create learning pods across Oakland following health guidelines and procedures outlined by Alameda County and OUSD. These pods consisted of 10-12 students 1 head coach and 1 program assistant. Pods practices together in-person following social distance protocols and wearing masks. In-person pod programming was a vital source of community connection, physical activity, English practice and social support. Coaches also brought laptops to the field and regularly helped students with virtual learning needs. Throughout the pandemic, SWB staff monitored school engagement and collaborated with teachers and school staff to conduct home visits for students who were disengaged with school or needed technology support or other types of support.



June 15, 2022

To Whom It May Concern:

Soccer Without Borders certifies that:

- All of our employees that work at OUSD school sites have passed fingerprint review by Department of Justice (DOJ) and FBI and TB Testing requirements.
- Clearance information from background checking will appear on invoices submitted to OUSD.
- Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.
- Staff are trained and aware of what it means to be mandatory reporters
- All Coordinator level staff are CPR, First-Aid and Concussion Protocol trained

Please feel free to contact me for more information or for any questions regarding the above information.

Best,

Ben Gucciardi
Founder and Oakland Director

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10



June 3, 2022

To whom it may concern,

This letter is in support of Soccer Without Borders (SWB) proposed Liga de Paz. We have worked in collaboration with Soccer Without Borders to support newcomer immigrant and refugee students in the Oakland Unified School District (OUSD) since 2007. SWB has collaborated with OUSD to run summer soccer camps that incorporate health education and team-building activities. Additionally, we have collaborated to run year-round soccer teams for middle school and high-school age refugee, immigrant and asylee youth at seven different OUSD schools, and coordinated our efforts in support of particularly vulnerable groups of students, most recently supporting the growing influx of unaccompanied minor students from Central America.

At a time of their lives where so much of their surroundings, customs and concepts are changing, soccer serves as a familiar thread that connects them to an important aspect of the culture in their home countries. Soccer Without Borders provides these youth with an avenue for positive engagement, a platform for personal growth, and a toolkit for their futures. We believe SWB is one of the most effective and important supports for our English Language Learners in OUSD, and are excited to hear that summer program offerings could be more robust in partnership with OFCY.

Based on the history of successful collaboration with Soccer Without Borders, we are pleased to support this proposal. We believe that the services outlined in this proposal can lead to better outcomes for our students.

Sincerely,

Nate Dunstan
Program Manager, Refugee & Newcomers
English Language Learner and Multilingual Achievement (ELLMA) Office
Oakland Unified School District
nathaniel.dunstan@ousd.org

June 1, 2022

To whom it may concern:

My name is Laia Pedreno and I am the Mental Health Intern Supervisor at OUSD. I am writing to tell you a bit about witnessing the incredible positive effects that the program Soccer Without Borders has on many of the students I work with.

I work with Spanish speaking students, some of them unaccompanied minors. All the students I work with have recently immigrated, and are separated from the people who took care of them while growing up, be it their parents, grandparents or other family members. A lot of them are often separated from their siblings as well, and their friends and extended family. They are often living with a new family member or caregiver that is not used to raising a teenager, who has unrealistic expectations of how teenagers behave, and who often may be overwhelmed with financial problems. These students often feel lonely, without their support system, and overwhelmed with new challenges they never faced before; for some of them, this has a negative impact in their social skills. Some of them have been through varying degrees of traumatic experiences, which also impairs their ability to make new connections. Some of them have emotionally toxic home environments and little to no support outside.

I have noticed, over and over, that the students that enroll in soccer practice are able to create new connections sooner and in a healthier way than students who are not. They can bond over something that a lot of them feel they are good at, a specially treasured feeling when one is in the midst of immigrating, when everything feels unfamiliar and nothing feels easy. The physical activity and social connections created in the team help to cope with the anxieties of immigrating and traumatic experiences in much healthier and productive ways than drugs, gangs or unhealthy romantic relationships.

The relationship with the coach is often one where they can bring issues that they do not feel they can talk about with caregivers or teachers, even counselors like me. Sometimes that relationship is the safest adult they have in their life to help them navigate their challenges or access the help they might need.

When I have a particularly isolated student who cannot make friends easily or is too anxious or depressed to do it, I always try to get her or him involved in the soccer program. It is often a very successful intervention that tends to resolve several key issues at once, and provides the resiliency and self-esteem to resolve other issues; it has a positive domino effect. I have told SWB staff several times that I feel this program saves lives, not in a figurative way, but in a literal way. I am so grateful this program is available at our school.

Please feel free to contact me if you have additional questions.

Best,
Laia Pedreno Mateu, LMFT
Mental Health Intern Supervisor
Oakland Unified School Distric