



Board Office Use: <b>Legislative File Info.</b>	
File ID Number	23-0677
Introduction Date	4/12/23
Enactment Number	23-0626
Enactment Date	4/12/2023 er

## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** April 12, 2023

**Subject** Amendment to Services Agreement with Coast2Coast Coaching  
dba Elevo Learning

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**Ask of the Board**

Approve Amendment  
 Ratify Amendment

**Background and Recommendation**

*On August 25, 2022, vendor and the District entered a Services Agreement for vendor to help students practice and gain proficiency in a range of new Social Emotional Learning (SEL) skills through a variety of field games and sports. Activities include basketball, Gaelic football, soccer, and European handball. Vendor provides services through a series of full-day sessions on Saturdays as well as integration into after school programs at sites mutually agreed to by vendor and the Community Schools and Student Services Department.*

*Due to success and popularity of vendor’s Expanded Learning programming and increase in Expanded Learning Opportunity Program funding, the District is seeking to have vendor add 12 weeks of Saturday sports programming as well adding after school sports programs at Redwood Heights Elementary, REACH Academy Elementary, Horace Mann Elementary Schools. This will increase the contract value by \$74,868 and extend the Agreement end date to October 31, 2023.*

**Term** Start Date: 08/25/22 End Date: 10/31/23

**Not-To-Exceed Amount** \$172,004.00

**Competitively Bid** Yes

If the Service Agreement/Contract 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):

**In-Kind  
Contributions**

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

**Funding  
Source(s)**

*Resource 2600 – Expanded Learning Opportunities Program in the amount of \$172,004*

**Attachment(s)**

- Amendment No. 1, Services Agreement 2022-2023
- Original Agreement, Enactment No. 22-1667
- RFP #21-120ExLO and vendor bid materials

**AMENDMENT NO. 1**  
to  
**Services Agreement 2022-2023**

This Amendment amends the attached legal agreement (“Original Agreement”) and any prior amendments (“Prior Amendments,” together with Original Agreement, “(Amended) Agreement”), incorporated herein by reference, which includes the following information:

- The (Amended) Agreement is between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
Coast2Coast Coaching dba Elevo Learning
- The Parties entered into the Original Agreement on the below date:  
8/25/22
- The Enactment Number of the Original Agreement is below:  
22-1667

The PARTIES hereby agree to amend the (Amended) Agreement as stated herein.

1. **Services:**  The scope of work of the (Amended) Agreement is

unchanged.

X The scope of work of the (Amended) Agreement has changed. If the scope of work has changed: Provide brief description of revised scope of work including measurable description of expected final results, such as services, materials, products, and/or reports; select the appropriate option below:

Revised scope of work attached

X VENDOR agrees to provide the following amended services:

The Vendor will add 12 weeks of Saturday sports programming as well adding after school sports programs at Redwood Heights Elementary, REACH Academy Elementary, and Horace Mann Elementary Schools.

2. **Term** (duration): X The term of the (Amended) Agreement is

unchanged

The term of the (Amended) Agreement has changed.  
If the term has changed: The parties agree to amend the  
below original End Date of the (Amended) Agreement  
to the below new End Date:  
Original End Date: 5/31/23  
New End Date: 10/31/23

3. **Compensation:**  The not-to-exceed amount in the (Amended)  
Agreement is unchanged

The not-to-exceed amount in the (Amended)  
Agreement has changed. If the not-to-exceed amount  
has changed: The not-to-exceed amount in the  
(Amended) Agreement is amended as follows:

Increase not-to-exceed amount by:  
\$74,868.00

Decrease not-to-exceed amount by:  
\$[Click or tap here to enter text.](#)

The new not-to-exceed amount under the  
(Amended) Agreement, as herein amended, is  
\$172,004.00

4. **COVID-19:** To the extent that the Amendment did not contain the following guarantees, by signing this Amendment, VENDOR agrees that:
- a. Through its execution of this Amendment, VENDOR declares that it is able to meet its obligations and perform the Services required pursuant to this Amendment 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. VENDOR agrees to notify OUSD 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.

- c. In addition to the requirements of subparagraph (b), 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.
  - d. VENDOR shall bear all costs of compliance with this Paragraph.
5. **Insurance.** To the extent that the Agreement did not contain the following insurance coverage amounts, by signing this Amendment, VENDOR agrees that it shall maintain, unless waived under the terms of the Agreement, Commercial General Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. All other terms regarding Commercial General Liability Insurance remain the same.
6. **Termination and Suspension.** To the extent that the Agreement did not contain the following provisions, by signing this Amendment, VENDOR agrees that:
- a. Notwithstanding any other language of the 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.
  - b. 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.

7. **Legal Notices.** To the extent the Agreement did not contain the following provisions, legal notices may be sent either (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested), to the contact identified in the Agreement. VENDOR agrees that the address for legal notice to OUSD is 1000 Broadway, Suite 440, Oakland, CA 94607. All other terms regarding Legal Notices remain the same.
8. **Remaining Provisions:** All other provisions of the (Amended) Agreement remain unchanged and in full force and effect as originally stated.
9. **Amendment Publicly Posted.** This Amendment, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
10. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this Amendment, and the person(s) signing this Amendment on behalf of each PARTY has been given the proper authority and empowered to enter into this Amendment.
  - b. Notwithstanding subparagraph (a), only the Superintendent, Chiefs, Deputy Chiefs, and the General Counsel has authority to sign contracts for OUSD and only under limited circumstances, which required 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 Amendment or as legally binding in any way.
11. **Amendment Contingent on Governing Board Approval.** OUSD shall not be bound by the terms of this Amendment 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: Christina St. Clair

Signature: \_\_\_\_\_

DocuSigned by:  
*Christina St. Clair*  
EE907173C86E48D

Position: Director of Partnerships

Date:

3/16/2023

*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: Mike Hutchinson

Signature: \_\_\_\_\_

*Mike Hutchinson*

Position: President, Board of Education

Date: 4/13/2023

Board President

Superintendent

Chief/Deputy Chief/Executive Director

Name: Kyla Johnson-Trammell

Signature: \_\_\_\_\_

*Kyla Johnson-Trammell*

Position: Secretary, Board of Education

Date: 4/13/2023

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

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	22-2055
Introduction Date	9/28/22
Enactment Number	22-1667
Enactment Date	9-28-2022 CJH

## Board Cover Memorandum

**To** Board of Education

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

**Meeting Date** September 28, 2022

**Subject** Services Agreement with Coast2Coast Coaching dba Elevo Learning

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**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** *Vendor will help students practice and gain proficiency in a range of new Social Emotional Learning (SEL) skills through a variety of field games and sports. Activities to include basketball, Gaelic football, soccer, and European handball. Vendor will provide services through a series of full-day sessions on Saturdays as well as integration into after school programs at sites mutually agreed to by vendor and the Community Schools and Student Services Department.*

**Term** Start Date: 8/25/22 End Date: 05/31/2023

**Not-To-Exceed Amount** \$97,136.00

**Competitively Bid** Yes

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

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

**Funding Source(s)**

*Resource 2600 – Expanded Learning Opportunities Program*

**Background**

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

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

**Attachment(s)**

- Service Agreement with Coast2Coast Coaching dba Elevo Learning
- Physical Enrichment Program Plan
- Physical Enrichment Program Budget
- RFP #21-120ExLO and vendor bid materials

## SERVICES AGREEMENT 2022-2023

This Services Agreement (“Agreement”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the below named entity or individual (“VENDOR,” together with OUSD, “PARTIES”):  
Coast2Coast Coaching dba Elevo Learning

The PARTIES hereby agree as follows:

1. **Term.**

- a. This Agreement shall start on the below date (“Start Date”):  
8/25/22

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:  
\$97,136.00

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: Christina St. Clair  
Title: Director of Partnerships  
Address: 4666 Cass Street, Suite 200  
City, ST Zip: San Diego, CA 92109  
Phone: 650-520-5641  
Email: christina@elevolearning.com

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.

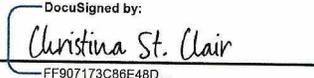
- a. Notwithstanding Paragraph 11, if this Agreement is executed by the signature of the Superintendent, Chiefs, Deputy Chiefs, or General Counsel under their delegated authority, and the Board thereafter declines to ratify the Agreement, the Agreement shall automatically terminate on the date that the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

Signature: 

Position: Director of Partnerships

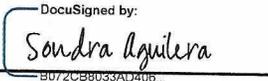
Date: 8/29/2022

*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: 

Position: Chief Academic Officer

Date: 8/29/2022

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

Name: Sondra Aguilera

Signature: 

Position: Acting Secretary, Board of Education

Date: 9-29-2022

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

## EXHIBIT A

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

Vendor will help students practice and gain proficiency in a range of new Social Emotional Learning (SEL) skills through a variety of field games and sports. Activities to include basketball, Gaelic football, soccer, and European handball. Vendor will provide services through a series of full-day sessions on Saturdays as well as integration into after school programs at sites mutually agreed to by vendor and the Community Schools and Student Services Department. Locations and levels of services to be captured via 2022 Expanded Learning Opportunities Program Physical Enrichment Program Plan and Budget tools (attached).

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

No, services would not be able to continue.

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

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

Click or tap here to enter text.

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

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

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

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

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

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

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

As described in attached Physical Enrichment Program Plan and Budget

2. **Specific Outcomes:** *(A) What are the expected outcomes from the services of this Agreement? Please be specific. For example, as a*

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

Students will engage in SEL-focused activities based on CASEL competencies to improve their mental and physical well-being.

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's WASC-accredited SEL curriculum delivered through movement (Field games & Sports) is grade level specific and contains modifications for students with restricted movement abilities..

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

- Commercial General Liability Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students, and the compensation not-to-exceed amount is \$25,000 or less.)
- Corporal Punishment Insurance Coverage. (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person or virtual) with OUSD students.)
- Workers' Compensation Insurance (Waiver only available, at OUSD's sole discretion, if VENDOR has no employees.)
- Tuberculosis Screening (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no in-person contact with OUSD students.)
- Fingerprinting/Criminal Background Investigation (Waiver only available, at OUSD's sole discretion, if VENDOR's employees, subcontractors, volunteers, and agents will have no contact (in-person **or virtual**) with OUSD students.)

# 2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Cover Sheet	
<b>Sports Organization Name:</b>	Elevo Learning
<b>Authorized Signatory Name:</b>	Christina St. Clair
<b>Authorized Signatory Job Title:</b>	Director of School District Partnerships
<b>Authorized Signatory Email Address:</b>	christina@elevolearning.com
<b>Authorized Signatory Phone #:</b>	(650) 520-5641
<b>Authorized Signatory Address</b>	4666 Cass St. Suite #200 San Diego, CA 92109
<b>Contract Management Question:</b>  <i>Describe the manner in which services will be accommodated, modified, or otherwise adapted to meet the unique needs of students with disabilities (e.g. within the intersession program and/or site-based program):</i>	Elevo’s WASC accredited SEL curriculum delivered through movement (Field games & Sports) is grade level specific and contains modifications for students with restricted movement abilities.

## Program Options:

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

## 2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Date of Intersession Program	Program Description	Total # of Coaches (20:1 Student/Staff ratio)	Total # of Students Served (Max 100 Students)	Proposed Budget
Intersession 1 (9.24.2022)	SEL Field Day	5	100	\$5,000
Intersession 2 (10.1.2022)	SEL Field Day	5	100	\$5,000
Intersession 3 (10.8.2022)	SEL Field Day	5	100	\$5,000
Intersession 4 (10.15.2022)	SEL Field Day	5	100	\$5,000
Intersession 5 (10.22.2022)	SEL Field Day	5	100	\$5,000
Intersession 6 (10.29.2022)	SEL Field Day	5	100	\$5,000
Intersession 7 (11.5.2022)	SEL Field Day	5	100	\$5,000
Intersession 8 (11.12.2022)	SEL Field Day	5	100	\$5,000
Intersession 9 (11.19.2022)	SEL Field Day	5	100	\$5,000
Intersession 10 (12.3.2022)	SEL Field Day	5	100	\$5,000
Intersession 11 (12.10.2022)	SEL Field Day	5	100	\$5,000

## 2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

			<b>Total:</b>	<b>\$55,000</b>

6-Week Site Based Sports Program (1hr/2xWeek) \$2,400 per 20 students						
<i>Preferred School Site</i>	<i>Preferred Season (Fall, Winter, or Spring)</i>	<i>Total Number of Program Offerings</i>	<i>Program Description</i>	<i>Total # of Coaches (20:1 Student/Staff ratio)</i>	<i>Total # of Students Served (Max 100 Students)</i>	<i>Budget</i>
Redwood Heights	Fall	1-Program Offering (Tk-5th grade)	SEL Field Games	4	80	\$9,600
Reach Academy	Fall	1-Program Offering (Tk-5th grade)	SEL Field Games	3	60	\$7,200
Horace Mann	Fall	1-Program Offering (Tk-5th grade)	SEL Field Games	2	40	\$4,800

## 2022 Expanded Learning Opportunities Physical Enrichment Program Plan

TK-ELEMENTARY/MIDDLE(6th) SCHOOLS

Oakland Leaf	Fall	1-Program Offering (Tk-5th grade)	SEL Field Games	5	100	\$12,000
Chabot	Fall	1-Program Offering (Tk-5th grade)	SEL Field Games	2	40	\$4,800
					<b>Total:</b>	<b>\$38,400</b>

## Interession Services

Agency		
Name: Elevo Learning		Amount
Description		
Instructors (Please list each staff position separately)		
Interession 1 (9.24.2022) SEL Field Day	\$	5,000.00
Interession 2 (10.1.2022) SEL Field Day	\$	5,000.00
Interession 3 (10.8.2022) SEL Field Day	\$	5,000.00
Interession 4 (10.15.2022) SEL Field Day	\$	5,000.00
Interession 5 ( 10.22.2022) SEL Field Day	\$	5,000.00
Interession 6 (10.29.2022) SEL Field Day	\$	5,000.00
Interession 7 (11.5.2022) SEL Field Day	\$	5,000.00
Interession 8 (11.12.2022) SEL Field Day	\$	5,000.00
Interession 9 (11.19.2022) SEL Field Day	\$	5,000.00
Interession 10 (12.3.2022) SEL Field Day	\$	5,000.00
Interession 11 (12.10.2022) SEL Field Day	\$	5,000.00
<b>SUBTOTALS</b>		
TOTAL DIRECT SERVICES	\$	55,000.00
<b>INDIRECT</b>		
4% OF DIRECT SERVICES	\$	2,200.00
<b>TOTAL</b>		
TOTAL FOR INTERSESSION SERVICES	\$	57,200.00

## After School Sports Services

Agency Name: Elevo Learning	Amount
<b>Description</b>	
Redwood Heights - 4 coaches- SEL Field Games Tk-5th	\$ 9,600.00
Reach Academy -3 coaches-SEL Field Games Tk-5th	\$ 7,200.00
Horace mann - 2 coaches - SEL Field Games - Tk-5th	\$ 4,800.00
Oakland Leaf - 5 coaches - SEL Field Games - Tk-5th	\$ 12,000.00
Chabot - 2 coaches - SEL Field Games - TK-5th	\$ 4,800.00
<b>SUBTOTALS</b>	
TOTAL DIRECT SERVICES	\$ 38,400.00
<b>INDIRECT</b>	
4% OF DIRECT SERVICES	\$ 1,536.00
<b>TOTAL</b>	
TOTAL FOR AFTER SCHOOL SERVICES	\$ 39,936.00



# 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](mailto: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](mailto: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.*

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*This RFP document and additional materials referenced within can be accessed at the OUSD website: [www.ousd.org/afterschool](http://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 <a href="#">Procurement Website</a> )
RFP Deadline for Questions	June 3, 2022 @ 2:00 p.m.
<b>RFP Submission Date</b>	<b>Friday, June 17, 2022 @ 2:00 p.m.</b>
RFP Proposal/Bid Opening (Virtual)	June 20, 2022 @ 1:00 p.m. (Zoom link on <a href="#">Procurement Website</a> )
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](http://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](mailto: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><b>School-Based Model:</b> Offer multiple weeks of sport-based programming either 2-days of the week serving 20 students per site.</p>	<p><b>Intercession Model</b> (Offering 9-hours of programming)</p> <ul style="list-style-type: none"> <li>● Weekends (Saturday, Sunday, or both days)</li> <li>● Fall Break: week-long offering</li> <li>● Winter Break: week-long offering</li> <li>● Spring Break: week-long offering</li> </ul>
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**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
<p><b>Organizational Capacity and District Alignment</b></p> <p>(35 Points)</p>	<ul style="list-style-type: none"> <li>• Organization has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students.</li> <li>• Organization can clearly articulate how their sports-based youth program model will support OUSD’s elementary students and provide age-appropriate activities/sports. .</li> <li>• Organization has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges.</li> <li>• The organization has extensive experience working in partnership with school sites and district leaders.</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>
<p><b>Fiscal Management and Resource Development</b></p> <p>(15 Points)</p>	<ul style="list-style-type: none"> <li>• The organization has a strong budget template that clearly illustrates staffing costs, supplies, administrative costs, etc. within the model program of youth sports.</li> <li>• The organization clearly describes how it can secure additional funding to support high-quality sports-based youth development at .</li> <li>• 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.</li> </ul>
<p><b>Agency Infrastructure</b></p> <p>(15 Points)</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> </ul>
<p><b>Youth Development Expertise and District Alignment</b></p> <p>(35 Points)</p>	<ul style="list-style-type: none"> <li>• The organization’s program model clearly supports youth development. Organization provides descriptions of successes and challenges serving Oakland youth.</li> </ul>

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](mailto: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
<b>If yes</b> , 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?

<p><input type="checkbox"/> <b>School-Based Model:</b> Offer multiple weeks of sport-based programming either 2-days of the week serving 20 students per site.</p> <p><input type="checkbox"/> TK/K grade</p> <p><input type="checkbox"/> 1st grade</p> <p><input type="checkbox"/> 2nd grade</p> <p><input type="checkbox"/> 3rd grade</p> <p><input type="checkbox"/> 4th grade</p> <p><input type="checkbox"/> 5th grade</p> <p><input type="checkbox"/> 6th grade</p>	<p><input type="checkbox"/> <b>Intercession Model</b> (Offering 9-hours of programming)</p> <p><input type="checkbox"/> Weekends (Saturday, Sunday, or both days) <i>Indicate the targeted grade [ - ]</i></p> <p><input type="checkbox"/> Fall Break: week-long offering <i>Indicate the targeted grade [ - ]</i></p> <p><input type="checkbox"/> Winter Break: week-long offering <i>Indicate the targeted grade [ - ]</i></p> <p><input type="checkbox"/> Spring Break: week-long offering <i>Indicate the targeted grade [ - ]</i></p>
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*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.

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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](mailto: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](mailto: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.



www.elevolearning.com

# Elevo Learning

Proposal to Support Oakland Unified  
School District

Prepared In Response to

**(RFP) #21-120ExLO**

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Delivered to Oakland Unified School District on Wednesday,  
June 15th, 2022



## Table of Contents

- **Appendix 1: Elevo's responses to OUSD RFP Application**
- **Appendix 2: Elevo's responses to the Application Questions**
- **Required Documents: (Presented in this order)**
  - Sample Schedule & Budget for After School Support
  - Sample Schedule & Budget for Intersession Support
  - Letters of Reference
  - Statement of Qualifications
  - Commercial General Liability Insurance COI
  - Agency Letter
- **Supporting Documents: (Presented in this order)**
  - Northern California Operations Org Chart
  - Sample SEL Soccer Game

# APPENDIX I: RFP Application

## 2022 OUSD Request for Proposals Application (Template)

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

Cover Sheet Template:

Organization Name	Coast2Coast Coaching (DBA: Elevo Learning)		
Primary Contact Person:	Christina St. Clair	Secondary Contact Person:	Spencer Kai
Email:	Christina@elevolearning.com	Email:	spencer@elevolearning.com
Telephone #:	650-520-5641	Telephone #:	323-546-9334

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.		Yes
	X	No
Are you currently providing sports programming in OUSD?		Yes
	X	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
	X	No
		# Years
Do you currently provide sports programming in other school districts besides OUSD?	X	Yes
		No
<b>If yes</b> , please list all school districts you have served.		
Elevo currently serves 80 school districts in California including: Los Angeles Unified, Stockton Unified, Berkeley Unified, & San Leandro Unified.		

**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 [ TK -8th ]*
- Fall Break: week-long offering  
*Indicate the targeted grade [ TK- 8th ]*
- Winter Break: week-long offering  
*Indicate the targeted grade [TK -8th ]*
- Spring Break: week-long offering  
*Indicate the targeted grade [ TK -8th ]*

*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.*

Elevo can serve all 51 school sites daily for after school during the 22/23 school year.  
Elevo is available to support all needed camp-style sessions for OUSD in the 22/23 school year.  
Elevo can support the OUSD lead agency and other community partners or provide more comprehensive support at select sites or where needed.

Further information is contained within the attached pages.

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

Elevo typically conducts our games & sports on fields, blacktops or in multi-purpose rooms/gymnasiums.

Further description of our space & equipment is contained within the attached pages.

---

On behalf of Coast2Coast Coaching (Agency), I, Christina St. Clair (name)  
(DBA: Elevo Learning)

Director of Partnerships (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 Question Responses**

### **1. Organizational Capacity (2 paragraphs)**

Elevo is very well positioned to partner with the OUSD Expanded Learning Office. For the past 14 years, Elevo has created and implemented structured programs that integrate concepts of Social-Emotional Learning (SEL) and inclusive physical activity. Our mission is aligned with OUSD in that we believe all students should have access to positive mentorship. Our purpose is to elevate the emotional and physical well being of K-8 students by introducing them to physical activities that are fun and engaging (and designed for each grade level!) but also incorporate a social emotional competency. Our approach is to encourage students to participate by not focusing on being the strongest or fastest but by having a growth mindset and feeling supported to try new things. Elevo takes a community approach to hiring by recruiting college students from local colleges and universities to serve as mentors to students. We have a 25 person full time recruiting team who actively recruit qualified coaches, many of whom are studying Kinesiology or Early Education. It is not uncommon for Elevo coaches assigned to a school district to be alums. We work hard to retain our coaching staff by offering a competitive salary, scholarships, & paid professional development. Elevo recently attended the OUSD Expanded Learning job fair to recruit some young students to act as mentors in training while earning money over the Summer. We are committed to contributing to the growth of the critical educator and administrator pipeline in the state of California.

Elevo coaches are onsite at roughly 800 K-8 public school campuses in California. While we have not yet provided support at OUSD, we are mentoring students at Berkeley Unified, San Leandro

Unified, & San Lorenzo USD. A high percentage of the school districts we support have a UPP higher than 70% which is indicative of the communities we serve. It is not uncommon for our partner districts to have a mix of Title I schools and middle-to-high income schools and it is our job to listen to the individual sites and be able to adapt to the varied needs. Elevo collaborates with non profit and community based organizations to fulfill the staffing and programming needs of school districts (***see attached recommendation letters***). Our solution is flexible and we are able to provide intramural sports events, small group SEL based PE movement games & activities, and introductions to different sports. Elevo would like to provide school-based support and intercession support of the ELO programming for OUSD. We have the recruiting resources and existing coach employees to be able to provide support at all 51 Elementary school sites beginning in August/September 2022.

## **2. Fiscal Management & Resource Development** *(1 paragraph)*

Elevo uses Bill.com to manage our invoicing process. We can meet all requirements such as attaching PO#s to invoices. As our standard operating procedure, all coaches are equipped with a sports bag of flat cones and soccer balls. All of our 100+ SEL based games only require soccer balls and/or cones and can be played on a field, blacktop, or indoor gymnasium/multi room. We have also purchased equipment for use at school sites such as volleyballs and nets, badminton, softball, cricket, etc. Our coaches are responsible for setting up and cleaning up all equipment and if district owned equipment, they can secure it upon leaving each day and Elevo can return all items to the district office at the end of the program or school year. Elevo's 2022-23 hourly coaching rate of \$100 includes the cost to purchase soccer balls, cones, & equipment bags. (***See attached hourly rate breakdown and budget for more detail***)

### **3. Agency Infrastructure** (1 page)

Elevo's coach to student ratio are directly aligned with the CDE's ELOP ratio requirements of 20:1 for 1st through 6th grade and 10:1 for TK/K. If needed our Regional Managers will collect attendance data and supply it to OUSD to then be recorded in Aeries.

Elevo has approximately 70 full time staff and over 1,000 part time coaches (see Organizational Chart). Coaches are supervised by Regional Managers who regularly visit on site to assist with training, ensure quality programs and good communication between school and Elevo staff. The Regional Managers are supervised by Operations Managers who report to our VP of Operations and ultimately to our Chief Operating Officer. The Alameda County Operations team and associated roles is as follows:

**Christina St. Clair**, Director of District Partnerships - Main point of contact for program creation, pricing, & contracting. Business contact for partner organizations that might also be supporting OUSD such as YMCA, Edmo, Boys & Girls Club.

**Spencer Kai** - Operations Manager - Spencer oversees the day to day coaching operations of our Alameda County School District partnerships. Spencer works with Christina on district communication. He is also the management representative who collaborates with the site Principals, site leads, & community partners to ensure we are meeting the needs of each school site. Spencer facilitates the quarterly site surveys we conduct to ensure that the program is meeting the needs of the site leads and the goals set forth by the Expanded Learning Office.

**Nancy Robles** - Regional Manager - Nancy is onsite at all schools on a regular rotation and as needed. Nancy is the day to day contact for the other onsite partners, Principals, & site leads. She ensures that coaches are delivering a top notch program and meeting the needs of our partner districts and school sites. Nancy will communicate observations to Spencer and work

with him to fine tune programming. Nancy also conducts onsite coaching evaluations and will disseminate site requests and feedback directly to our coaches.

**Danya Reed** - Coach Trainer/Site Lead - Danya is assigned to a small number of schools and serves as the direct manager of coaches assigned to those school sites. She is the one conducting initial field training to roll out the curriculum, schedule, & goals of the program as well as ongoing virtual and in-person training.

***(See attached NorCal org chart)***

#### **4. Youth development expertise, program quality assessment process, & school district alignment (2 pages)**

Social Emotional Learning is at the foundation of what we do at Elevo. Our curriculum mirrors the CASEL wheel and the 5 competencies of Social Emotional Learning. Elevo is a member of the CASEL Advisory Council. Our curriculum is aligned with the National Physical Education and Health Standards. We have a dedicated Board of Advisors that has helped shape and develop our curriculum. For example, Chris Corliss, who recently retired from the Orange County Office of Education, headed the team that designed the physical education activities for our curriculum. Each week our trained coaches will incorporate an SEL sub topic into the Elevo program. The SEL Competency sub-topic will be introduced as the theme of the week for all Elevo programs. See example below:

#### **Sample Schedule - 1st 4 Weeks -SEL Competency - Self Awareness:**

Week 1: Identifying one's emotions

Week 2: Demonstrating honesty and integrity

Week 3: Having a growth mindset

Week 4: Linking feelings, values, and thoughts

***(Please see attached example from our coach playbook of an SEL soccer activity focusing on Self Awareness)***

To ensure alignment with district partners and to assess the programs we follow a couple of important processes:

We send out quarterly assessment questionnaires to site leaders, students, & teachers. Often these are in collaboration with the other providers and always per the discretion of our district leads.

The students questions include:

Q1. Playing Elevo games & activities are fun ways to learn new social emotional learning skills.

Q2. I look forward to coming to school on the days when Elevo is here.

Q3. I look forward to seeing my Elevo coach.

The teachers questions include:

Q1. Elevo improves student engagement.

Q2. Elevo has a positive effect on our school climate.

Q3. Having Elevo on-site allows me more time to plan and collaborate with my colleagues.

Recent results of the impact our programs had is demonstrated on the 'Impact and Satisfaction data' regarding climate and culture, which shows:

- 96% of students look forward to coming to schools with the Elevo program
- 81% of students feel happier after learning with Elevo
- 97% of administrators would recommend Elevo's program to another administrator
- 98% of administrators say the program had a positive effect on child's SEL wellness
- 91% of administrators say the students are more engaged after the program

***(Please see attached evaluation from our customer of 6 years, Moreno Valley USD that was provided to LA Unified.)***

# Elevo Sample Schedule & Sample Budget:

Elevo Sample Schedules For OUSD ELO-P 22/23 School Year:

## School Based After School Program

Monday - Friday (ex. 3-6pm)

Elevo has a 3 hour minimum per site

Elevo coaches can conduct SEL Field Games with students or focus on sports or both!

### After School Sample Daily Schedule - One School Site

20:1 Student to Coach Ratio 1st - 6th grades & 10:1 Ratio for TK/K

Assuming that there are 200 students at one site - coaches needed to meet the Coach to Student Requirements

Grade Level	3:00 - 3:45p	10 minute transition	3:55-4:40p	10 minute transition	5:00-5:45p	15 minutes for closing & dismissal
Tk/K 1: Group of 10 students	Soccer					
Tk/K 2: Group of 10 students	Soccer					
1st Grade: Group of 20 students	Soccer		Soccer			
2nd Grade: Group of 20 students			Soccer			
3rd Grade: Group of 20 students			Soccer			
4th Grade: Group of 20 students					Soccer	
5th Grade: Group of 20 students					Soccer	
6th Grade: Group of 20 students					Soccer	

Sample Daily Site Budget for OUSD After School Programming 22/23 School Year:

### Per Day Budget for One Site After School Sports(all grades):

3 coaches @ one site for 3 hours @ \$100 per hour per coach = \$900



3:15p-3:30p	Recess						
3:30-3:45p	15 minute activity transition/ restroom breaks						
3:45p-4:30p	SEL Field Games	SEL Field Games	SEL Field Games	SEL Field Games	SEL Field Games	SEL Field Games	SEL Field Games
4:30p-5P	Closing reflections, shout outs, and preparations for student departure						
5-5:30p?	Elevo staff to remain onsite for late pick ups						

**Sample Daily Site Budget for OUSD Intersession or Saturday Programming 22/23 School Year:**

**Per Day Budget:**

11 coaches @ one site for 9 hours @ \$100 per hour per coach = \$9,900

**Budget based on the following:**

- Elevo coaches are the only onsite support staff for the duration of the day (*this is not required*)
- 200 students enrolled
- 11 Elevo coaches for CDE ELO-P ratios
- 9 hour program

Elevo		
Hourly Cost Breakdown - \$100/hour per coach		
Item	% of Total Price	Hourly Cost
Elevo Coach Pay	21%	\$21.00
Coach Retention and Longevity Bonuses	5%	\$5.00
Administration Fees	4%	\$4.00
Floating Coaches*	8%	\$8.00
FT Operations staff assigned to Alameda County Districts (see org chart)	13%	\$13.00
Curriculum Design and Development	15%	\$15.00
Onboarding and Training***	16%	\$16.00
Profit Margin	18%	\$18.00
<b>Total</b>	<b>100%</b>	<b>\$100</b>

\*Additional staff on call if needed

\*\*This cost partially covers salaries of staff that have been reassigned and dedicated to the oversight and success of the program

\*\*\*Recruitment, interviews, LMS, background checks etc.

May 11, 2022

To Whom It May Concern:

This letter is provided as a reference for Elevo who has provided Lynwood Unified School district with staffing support and implementing their program. I am the Deputy Superintendent of Educational Services and worked with the Elevo team in setting up the program and sharing our specific district needs.

Elevo provided services to our Early Education program and our Elementary schools. These services included check-in of students, small group instruction, supervision, along with their social emotional learning and physical activity enrichment programs. This vendor worked with Lynwood Unified for six months in the 2020-21 school year and has rejoined us to support our summer school program and the after school enrichment for TK-6 grades.

Lynwood USD , parents, and the rest of the Lynwood community were extremely impressed with Elevo's ability to go above and beyond in supporting the district. The well-qualified staff consistently provided great care and physical activities for students in small groups, all catered to each age group and skill level. Our ECE program consisted of students ages three to five, and within those age groups were students of various abilities. Because of this variation, we ended up requiring Elevo employees to have additional certification to work with our early childhood program and the team obliged without hesitation.

Elevo's services were seamlessly implemented, as they communicated with on-site staff on a daily basis and updated the District Office staff weekly. They were able to facilitate more frequent communication as needed, especially as we chose to expand the number of schools that participated. Elevo has been open and responsive to our needs for our school community.

We found the outcome of the program to be priceless; students were able to be

engaged in learning, physical activity, and social emotional activities during school closures. Additionally, our district has several partnerships with outside agencies and Elevo was able to work seamlessly with them during. I would rate their overall performance as a 10+/10 and highly recommend their services.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Shawna Dinkins', with a long horizontal flourish extending to the right.

Shawna Dinkins  
Deputy Superintendent, Ed. Services  
310-866-1600 ext. 8092  
sdinkins@mylUSD.org

May 9, 2022

To Whom It May Concern:

This letter of recommendation is provided for Elevo Learning who has been supporting the Lompoc Unified School district with staffing and programs. I am the Education Services Coordinator in charge of Special Projects and have worked closely with the Elevo team in arranging the programs to be launched at our schools.

Elevo has serviced us by implementing their Lunch Recess, After school, PLC/teacher release, and summer school programs. We began these services in the 2020-2021 school year and have continued to work with them since. We have been highly satisfied with their student based services and would rate them a 10 out of 10. Elevo coaches have been well trained to provide our students with an engaging SEL and physical activity curriculum and program. Each program is unique to the students at the various school sites which is what makes Elevo stand out. Students make meaningful connections with their coaches and we've seen improvements in student class participation and engagement. Elevo's coaches get to know their students, leading to improved behavior across all campuses.

In addition to the benefits of Elevo's curriculum, the program implementation was incredibly seamless. Their partnership and field operations teams' transparency and flexibility made the whole process very easy for our district; all team members have been communicative and a pleasure to work with. The responsiveness and customer service of this company is top notch. Without hesitation, I recommend Elevo.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Katherine Wallace', written in a cursive style.

Katherine Wallace  
Education Services Coordinator

Special Projects

Lompoc Unified School District



June 11, 2022

Oakland Unified  
Procurement Department  
900 High Street, 2nd Floor  
Oakland, CA 94601

To whom it may concern,

Coast 2 Coast Coaching (DBA - Elevo) is well-positioned to assist Oakland Unified School District in its efforts to provide K-6 students with on-site after-school, inter-session, and Saturday sports programming and staffing support. Our trained and qualified staff are available to operate at the designated 51 OUSD school sites to provide everything required for a high functioning, quality ELO Program.

Elevo has provided a variety of services to school districts throughout California. This experience allows us to provide a program that will engage your students and exceed the expectations of your staff and administrators. We look forward to delivering an engaging program and to partnering with the established OUSD organizations and site leads.

This acts as our certification of intent to meet the requirements specified in RFP **#21-120ExLO**

Should you have any questions, or need additional information, please contact me directly.

---

Nick Telford  
Co-Founder/ President  
Elevo Learning

4666 Cass St.  
Suite #200,  
San Diego, CA 92109

Phone: 323-484-2402  
Fax: 760-452-7509

[elevolearning.com](http://elevolearning.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675	<b>CONTACT NAME:</b> Alis Fortier <b>PHONE (A/C, No, Ext):</b> (949) 348-7400 <b>E-MAIL ADDRESS:</b> AlisM@ins-solutions.com	<b>FAX (A/C, No):</b> (949) 201-4515
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Coast 2 Coast Coaching, Inc, DBA: ELEVO 4666 Cass St, #200 San Diego CA 92109	<b>INSURER A:</b> Philadelphia Indemnity Ins. Co <b>NAIC #:</b> 18058	
	<b>INSURER B:</b> Wesco Insurance Company <b>NAIC #:</b> 25011	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prof Liab Limit Included			PHPK2362868	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof Liab Ea Occur \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2362868	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB797740	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3568152	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Abuse / Molestation Accident Policy			PHPK2362868/PHPA093571	01/01/2022	01/01/2023	Limit: \$1,000,000 Aggregate: \$1,000,000 Accident Medical Limit: \$100,000 Ded: \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oakland Unified School District is included as additional insured per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste 440 Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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June 11, 2022

Oakland Unified  
Procurement Department  
900 High Street, 2nd Floor  
Oakland, CA 94601

To whom it may concern,

This letter is to serve as Coast2Coast Coaching's DBA - Elevo verification statement that the requirements set forth in Section C Item # 6 *Required Supporting Documentation* of OUSD RFP: **#21-120ExLO** will be met by Elevo. Please see the below copy of Section C Item #6 from OUSD RFP: **#21-120ExLO**:

- A. All of the employees that work at OUSD have passed fingerprint review by CA DOJ and FBI, TB testing requirements, and mandate reporting.
  - ï ATI Numbers will need to appear on all invoices submitted to OUSD
  - ï 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.

Should you have any questions, or need additional information, please contact me directly.

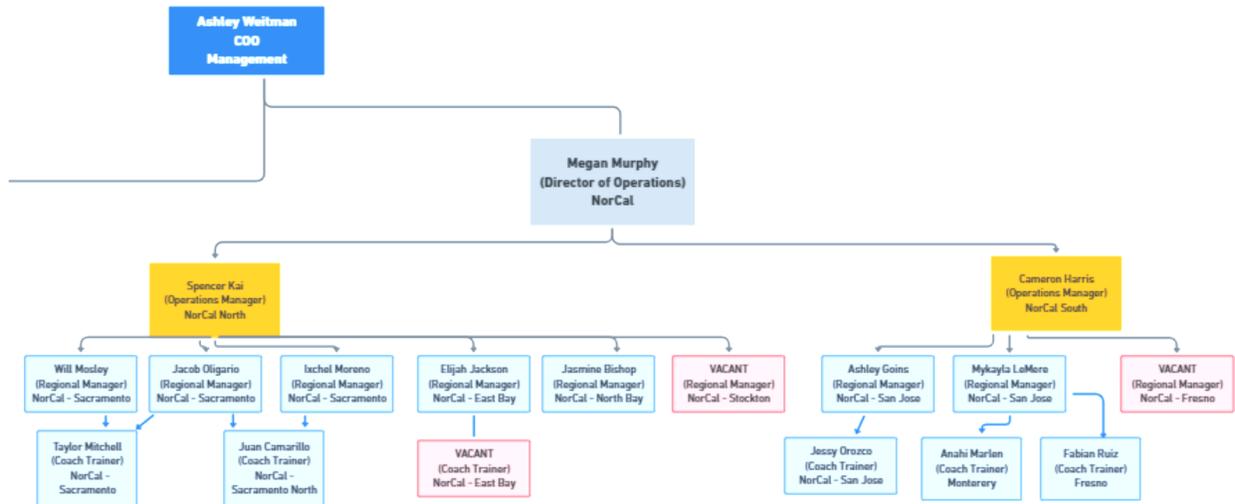
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Nick Telford  
Co-Founder/ President  
Elevo Learning

4666 Cass St.  
Suite #200,  
San Diego, CA 92109

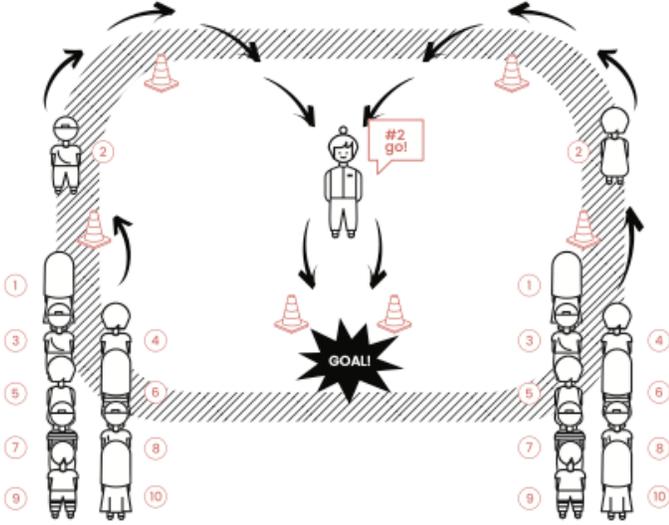
Phone: 323-484-2402  
Fax: 760-452-7509

[elevolearning.com](http://elevolearning.com)



**Organizational Chart specific to Northern California operations team overseeing the district programs.**

**Sample Elevo SEL Soccer Field Game - The Number Game**  
**SEL Competency: Self Awareness**

<h1 style="text-align: center;">The Number Game</h1>		
<b>SEL Competency &amp; Skill</b>	✓ Self Awareness	✓ Self-Confidence
<b>Game Overview</b>	The idea of this game is for students to understand that their self-confidence can have a positive or negative impact on their ability to be successful in life.	
<b>Game Objective</b>	By the end of the game, the students will understand that having high levels of self-confidence will help them succeed in certain situations or accomplish a task.	
<b>Mindset Reset</b>  <i>To focus and engage students</i>   3 - 5 mins.	Ask the students to either 1) run around the edge of the grid, 2) run within the grid or 3) run in place next to their assigned cone until the coach shouts out, "Freeze!" Students follow the coach's lead of exercises related to the sport of <b>Football</b> (fast feet burpees, stand in place sprints, side to side shuffles).  Coach and students count 10 reps of each exercise out loud. After a few rounds, coach calls on three volunteers for a "Your Choice" exercise round.	
<b>Material needed</b> <ul style="list-style-type: none"> <li>♦ Cones</li> <li>♦ Soccer ball</li> </ul>		

<p><b>Conversation Starter</b></p> <p><i>To introduce the SEL competency and skill</i></p> <p>🕒 2 - 4 mins.</p>	<p>Coach introduction to topic (coach can personalize): "Yesterday I felt unconfident and told myself I wasn't very good at (singing).</p> <p>Coach question for one boy and one girl: "Can you share a time when you were feeling unconfident and told yourself that you weren't good at something?"</p>
<p><b>Game</b></p> <p><i>To provide students with an active way to understand and practice the SEL skill</i></p> <p>🕒 10 mins.</p>	<p>Coach Introduction to game: "We are going to play a game that will help us realize how important it is to have self-confidence. During the game I want you to do your best to observe what kind of thoughts pop into your head about yourself and how this affects your ability to do well."</p> <p>Game: Split the students into two even groups. Within each group, assign the students their own number. The Coach will call out a number at random and the corresponding students will run around a cone on the other end of the field. The coach will then throw a ball out and both students will compete for the ball and try to score a goal. Continue to play until all numbers have been called.</p> <p>Note: During the first half of the game, the coach explains that the game will be played in silence and during the second half of the game the coach will tell the students to cheer on their teammates with positivity and energy.</p> <p>Game adaptations: (1) Call more than one number at a time (i.e. 2's and 4's!), (2) play without a soccer ball and just have students race</p> <p>Play again if time allows.</p>
<p><b>Reflect and Express</b></p> <p><i>To give an opportunity to connect the SEL skill to the game</i></p> <p>🕒 3 - 5 mins.</p>	<p>Coach Observation: "Did you notice that it was hard to feel confident when we had to stay quiet during the game?"</p> <p>Coach question for one boy and one girl: "Was it easier to play the game and score a goal when you were being cheered on or when your team was quiet?"</p> <p>Takeaway: "Think of something that your teacher is good at and tell them this. It will increase their confidence and build a positive mindset."</p> <p>Level-down (TK-2) Takeaway chant: "If I believe it, I can achieve it!"</p>
<p><b>Growth Mindset</b></p> <p><i>To remind students that their abilities can always be improved and developed</i></p> <p>🕒 1 min.</p>	<p>Growth Mindset activity: Burpees for 30-60 seconds</p> <p>Growth Mindset Tip: "During today's challenge, I want you to imagine all of your friends cheering you on."</p> <p>After Growth Mindset: "Remember to keep practicing your burpees at home and imagine your friends cheering for you."</p>



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools,  
Thriving Students

---

08-24-2022

OUSD USE ONLY

Coast2Coast Coaching dba Elevo Learning  
4666 Cass St. 200  
San Diego, CA 92109  
ATTN: Christina St. Clair

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Alis Fortier	
Insurance Solutions		<b>PHONE (A/C, No, Ext):</b> (949) 348-7400	<b>FAX (A/C, No):</b> (949) 201-4515
License #0746539		<b>E-MAIL ADDRESS:</b> AlisM@ins-solutions.com	
33302 Valle Rd, Suite 200		<b>INSURER(S) AFFORDING COVERAGE</b>	
San Juan Capistrano CA 92675		<b>INSURER A:</b> Philadelphia Indemnity Ins. Co	<b>NAIC #</b> 18058
<b>INSURED</b>		<b>INSURER B:</b> Wesco Insurance Company	25011
Coast 2 Coast Coaching, Inc, DBA: ELEVO		<b>INSURER C:</b>	
4666 Cass St, #200		<b>INSURER D:</b>	
San Diego CA 92109		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Prof Liab Limit Included	Y		PHPK2362868	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
							Prof Liab Ea Occur	\$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2362868	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB797740	01/01/2022	01/01/2023	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WWC3568152	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Sexual Abuse / Molestation Accident Policy			PHPK2362868/PHPA093571	01/01/2022	01/01/2023	Limit: \$1,000,000 Aggregate: \$1,000,000	Accident Medical Limit: \$100,000 Ded: \$0

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Oakland Unified School District is included as additional insured per the attached endorsement. Corporal punishment coverage is included under the General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District Attn: Risk Management 1000 Broadway, Ste 440  Oakland CA 94607	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

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

**Job Description**

All California operations of the named insured

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	1/1/2022	Policy No.	WWC3568152	Endorsement No.	2
Insured	Coast 2 Coast Coaching, Inc.			Premium \$	351,102
Insurance Company	Wesco Insurance Company				

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

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

whichever is less.

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****ADDITIONAL INSURED: OWNERS AND / OR LESSORS OF PREMISES,  
LESSORS OF LEASED EQUIPMENT, SPONSORS OR CO-  
PROMOTERS**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy is amended to include as an additional Insured any person or organization of the types designated below, but only with respect to liability arising out of your operations:

1. Owners and / or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and / or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and / or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to the sole negligence of such additional insured.

2. Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:
  - a. This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. Sponsors
4. Co-Promoters



August 1st, 2022

Oakland Unified  
Procurement Department  
900 High Street, 2nd Floor  
Oakland, CA 94601

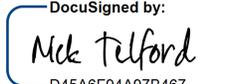
To whom it may concern,

Coast 2 Coast Coaching (DBA - Elevo) is well-positioned to assist Oakland Unified School District in its efforts to provide K-6 students with on-site after-school, inter-session, and Saturday sports programming and staffing support. Our trained and qualified staff are available to operate at the designated 51 OUSD Elementary school sites to provide everything required for a high functioning, quality ELO Program.

Elevo has provided a variety of services to school districts throughout California. This experience allows us to provide a program that will engage your students and exceed the expectations of your staff and administrators. We look forward to delivering an engaging program and to partnering with the established OUSD organizations and site leads.

This acts as our certification of intent to meet the requirements specified in RFP **#21-120ExLO**

Should you have any questions, or need additional information, please contact me directly.

DocuSigned by:  
  
D45A6F94A97B467

Nick Telford  
Co-Founder/ President  
Elevo Learning

4666 Cass St.  
Suite #200,  
San Diego, CA 92109

Phone: 323-484-2402  
Fax: 760-452-7509

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