

partnership between schools and community organizations. In order to fulfill the grant requirements, the District is contracting with community partners to daily academic support, enrichment, and physical activity services to OUSD students for 2-6 weeks over the summer. Summer providers will work in partnership with the District's After School and Summer Learning units to align summer program goals with District priorities for student achievement, health and wellness, and social-emotional learning. Summer Program Hub: Oakland Academy of Knowledge.

Attachment(s)

- Service Agreement with Coast2Coast Coaching dba Elevo Learning
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS 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”):
6/5/23

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”):
7/7/23

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:
\$105,363.00

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 St., 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,

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:  _____

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

Date: 5/25/2023

Name: Kyla Johnson-Trammell

Signature:  _____

Position: Secretary, Board of Education

Date: 5/25/2023

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.*

Contractor will provide nine hours of daily summer academic support and enrichment to OUSD students who are in need of summer services to counter summer learning loss; program activities will be based on youth development quality standards; work collaboratively with the District Summer Learning and After School Programs Offices to ensure that students in need receive at least nine hours of daily summer learning, enrichment, physical activity, and support services; conduct outreach for summer student recruitment and communicate regularly with families over the summer; fulfill District grant reporting requirements, including submission of summer attendance records; and maintain regular communication with District Summer Learning and After School Programs Offices to review progress on summer program goals for the Summer Learning Program at Oakland Academy of Knowledge. Providers will comply with 21st Century Community Learning Centers, ESSER, and Expanded Learning Opportunities Program grant requirements.

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.

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

Services would be delivered remotely

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

X Per Student Served Rate: \$30.54 per day 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..."*
Students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.

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

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

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

Vendor will assess needs of individual students and adapt programming with reasonable accommodations as needed.

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.)

OUSD Expanded Learning Program Full Document - 2023

Section 1: Summer Program Snapshot							
Campus Site:	📍 Oakland Academy of Knowledge (OAK)	Summer Principal:	Nikki Williams	What model are you supporting?	📍 Collaborative	Grades Served:	📍 TK-4
Lead Agency Name:	📍 Elevo Learning	Site Coordinator:	📍 Summer Site Coordinator Name Yasmine Patton	Target Summer (ADA) Average Daily Attendance:	📍 150	Student Start Date	📍 6/5/2023
Official Summer Learning Name	📍 OAK - Summer Program - Elevo					Student End Date	📍 7/7/2023

Section 2: Lead Agency Assurances:	
Please review and initial each item and sign below.	
<input checked="" type="checkbox"/>	___ I understand that my agency's contracted summer funds are based on the above-average daily attendance target number. I understand that my program should strive for 85% of this attendance target by the end of the first week of the program, I will submit a revised summer budget plan to the OUSD Expanded Learning Office detailing how I will reallocate contracted funds appropriately to reflect actual attendance numbers and to support my student recruitment and retention plan for the remainder of the summer.
<input checked="" type="checkbox"/>	___ I understand that I am required to input my actual attendance numbers into the AERIES attendance system <i>daily</i> during the summer program. I will cross check signatures on my daily sign in/out sheets with numbers inputted into AERIES to ensure that the numbers match up and that AERIES accurately reports my summer attendance data. I understand that the OUSD Expanded Learning Office will carefully review my daily attendance numbers over the summer program.
<input checked="" type="checkbox"/>	___ I understand that I am required to submit electronic copies of my summer attendance records (including copies of daily student sign in/out sheets and the OUSD summer internal audit log) to the OUSD Expanded Learning Office twice during summer programming. I will submit my attendance through June 30 th by the first week of July, and I will submit the rest of my attendance within one week of the last day of my program. I will also submit attendance data during the course of my summer program, as requested, for OUSD's attendance reporting to the California Department of Education.
<input checked="" type="checkbox"/>	___ I understand that OUSD's state and federal grant funds are funding my summer program. I understand that I am required to follow all grant compliance requirements as outlined by the OUSD Expanded Learning Office. I will maintain my summer program records for 5 years for auditing purposes, as required by the California Department of Education, and will submit any summer programmatic or fiscal records to the OUSD Expanded Learning Office, as requested, for school district reporting and auditing purposes.
<input checked="" type="checkbox"/>	___ I understand that the summer program must operate for 9 hours total daily. Your program hours will depend on your collaboration with the school. All students must be off-site by 5:30 pm. We also understand that this may shift due to current county health and safety guidelines.
<input checked="" type="checkbox"/>	___ I understand OUSD Summer Programs are intended to be free programs.
<input checked="" type="checkbox"/>	Name and Signature of Summer Lead Agency Director: Christina St. Clair

Section 3: Summer Calendar and Daily Schedule

a. Please turn in a copy of your summer calendar showing all program days of operation, field trips, and any other notable special events and activities (ie. your summer end family celebration) by May 17th.

b. Please turn in a copy of your daily schedule detailing your full 9 hour program (Note: sites that are using the district led integrated model must include the morning academic program in the daily schedule you submit) by May 17th.

* Please note that all programs will be expected to provide daily hands-on academics (ie. STEM), enrichment, physical activity, community building activities, and daily afternoon snack (provided by OUSD), throughout the 9 hour day.

* Please include staff prep and meeting times, and clean up/debrief times on your daily schedule.

Section 4: Summer Program Recruitment and Retention Strategies and Timeline

Briefly describe your anticipated summer program student recruitment and retention activities and timeline.

Retention: Elevo will work with Nikki Williams to identify the best way for Elevo to share our weekly Summer enrichment and SEL themes with families so the students get excited about what the following week(s) will have to offer. Our daily activities for the week, all tie into one another so students are encouraged to return daily to work on their science and art projects.

All summer hubs will be required to offer a parent orientation before the program begins. Collaborate with your principal to identify a date.

The date of my parent orientation is:

We will discuss with Nikki Williams during our onsite walkthrough on 4/12/23.

Section 5: Summer Staff Information (As much as is known at this time)

To promote continuity between OUSD after school and summer programs, and to provide year-round work opportunities for talented youth development professionals in Oakland, we are particularly interested in seeing current, highly qualified Oakland after school workers become the summer program staff at our OUSD Summer Hubs. Please list the name(s) of line staff whom you intend to hire as part of your summer program staff. (Add additional rows as needed.) Please note that the summer program must have a maximum 1:20 adult to student ratio for 1st - 8th; 1:10 for TK-K

Summer staff must meet the minimum staff qualifications according to the grant requirements:

Must pass fingerprint background clearance by DOJ and FBI

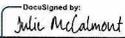
Must have TB clearance

Must have at least 2 years of college (48 semester units), or pass the Instructional Aide Exam administered by the Alameda County Office of Ed			
You will be sent a contact survey to send us information on line staff later in the year. Please fill out the table below with information on your site coordinator only.			
Important Note: Summer program staff in integrated programs will be expected to attend 12 – 15 hours of OUSD summer line staff trainings.			
The Summer Site Coordinator and summer program staff should be hired no later than May 4th			
Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Yasmine Patton	yasminepatton@elevationlearning.com	REACH & Hillcrest	Lead Elevo staff onsite at OAK
Line Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)

Section 6: Facilities						
Plan with your site administrator which rooms and outside spaces your summer program will use Monday - Friday from 8:30 - 5:30.						
All summer facility requests must be completed by March 17th , through Facilitron . Rooms not reserved by the 17th, may not be available for summer programming.						
Indoors (specify room numbers and spaces name)			Outdoors			
Room Number & Name of Space	# of students	Hours to be used		Room Number & Name of Space	# of students	Hours to be used
Building 2						
MPR/Cafeteria	135	5-6p				
For off-site programs, please add the address where the summer program will be held.						

Section 7: Distance Learning Addendum

<p>In the event schools must close for in-person instruction, describe how the program will adjust the curriculum to accommodate distance learning.</p>	<p>Elevo's curriculum can be taught virtually. We would work together with our site Principal to facilitate delivery of materials, or make the weekly materials available to families for pick up from OAK.</p>
<p>Describe how the program will engage students virtually if in-person instruction is halted.</p>	<p>The ratios of students to staff will be manageable and allow for engaging interactions. Elevo will also provide additional staffing support if needed.</p>
<p>Does the agency have the capacity to enroll students online?</p>	<p>Yes.</p>
<p>How would the program recruit students with the shelter in place requirement?</p>	<p>One idea we have is to record video snippets of our coaches speaking to students and encouraging them to join in the fun! We have fun weekly enrichment themes and a project based approach so students want to come back every day. Some of the ways we've enticed students to participate is by offering virtual scavenger hunts with points awarded for those who attend and participate in virtual sessions for art, science, etc.</p>

<p>Signature of Summer Lead Agency Director</p>	<p>Christina St. Clair  4/26/2023</p>
<p>Signature of Summer Hub Site Principal</p>	<p> 4/26/2023</p>

SUMMER 2023 BUDGET PLANNING SPREADSHEET

Site Name: Oakland Academy of Knowledge (OAK) Site #: 169 Lead Agency Elevo Learning # Of Summer Students 135 # Of Summer Program Days 23 Total Summer Funds 105363		Summer Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS			
		105,363.00	0.00
BOOKS AND SUPPLIES			
4310	Supplies (can be purchased by lead agency for summer	1,000.00	
4310	Curriculum	2,000.00	
5829	Field Trips (fees, supplies) Bus tickets for students Rental bus for field trips Snacks Incentives Family Night Supplies		
TOTAL BOOKS AND SUPPLIES		3,000.00	0.00
CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)	9,363.00	
5825	Academic Instructors (# of staff X total hours X hourly rate,	0.00	
5825		43,750.00	
5825	STEM Instructors (4 staff x 180 x \$35)	25,200.00	
5825	Contracted OUSD Summer Teachers		
5825			
5825	Professional Development	15,000.00	
5825	Employee benefits	9,050.00	
Total Services		102,363.00	0.00
IN-KIND DIRECT SERVICES			

Total value of in-kind direct services

0.00

0.00

SUBTOTALS

Subtotals DIRECT SERVICE

105,363.00

0.00

Allowable lead agency admin costs (at 10% of contracted

10,536.30

TOTALS

Total BUDGETED

105,363.00

BALANCE remaining to allocate

0.00

Required Signatures for Budget Approval:

Principal:

DocuSigned by:
Julie McAlmont
393F68692CE0405...

4/26/2023

Lead Agency:

DocuSigned by:
Christina St. Clair
FF907173C86E48D...

4/26/2023



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools,
Thriving Students

04-05-2023

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



OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

* Submit proposals and all questions/inquiries to:

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

email: procurement@ousd.org
phone: (510) 879-2990

**Proposals Due:
December 9, 2022**

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

A. Table of Contents

A. Table of Contents	2
Submission Deadline & Process:	3
B. RFP Schedule of Events	4
GENERAL INFORMATION AND SPECIFICATIONS	5
C. Required Supporting Documentation	6
D. Introduction and Overview	7
E. Funding	10
F. Summer Learning/Intersession Program Operation:	10
G. Base-line Expanded Learning Program Requirements	11
H. Staffing	14
I. Enrollment, Attendance, and Evaluation Documentation	14
J. Contract and Payments	15
K. Guidelines for Charging Fees	15
L. RFP Process	15
M. Minimum Proposals	16
N. Application Submission Contents	17
O. Application Submission Details	18
RECEIPT OF PROPOSAL PACKAGES:	19
Q. Terms & Conditions for Receipt of Applications	22
R. Standard Contract Provisions	23
APPENDIX I: RFP Application	24
2022 OUSD Request for Proposals Application (Template)	24
APPENDIX II: Application Questions	27
APPENDIX III. Instructions for RFP Application Submission:	30
Required Supporting Documentation Instructions:	30
APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist	32
APPENDIX V: SAMPLE OF OUSD SERVICES AGREEMENT	35
APPENDIX VI: Appeals Process for Applicants	70

Submission Deadline & Process:

Bids must be received before **December 9, 2022 by 5:00 pm**

Provider to submit:

*** Email Proposal to procurement@ousd.org

Proposals shall be submitted as PDF attachment(s) and subject line of the email must state: **“Response to RFP No. 22-129CSSS”**

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.

B. RFP Schedule of Events

The following schedule will be used by the District for this RFP.

DATE	ACTION
RFP Posting/First Advertisement:	November 4, 2022
Pre-Bid Conference:	November 18, 2022 @ 2:00 p.m. (Zoom link on Procurement Website)
Deadline for Questions:	November 29, 2022 @ 2:00 p.m.
Proposal/Bid Submitted to District:	December 9, 2022 @ 5:00 p.m.
Proposal/Bid Opening:	December 13, 2022 @ 3:15 p.m (Zoom link on Procurement Website)
Potential Interviews (If Necessary):	December 17, 2022 - January 6, 2023
Final Award Notification of RFP:	January 17, 2023
Contract Start Date:	May 1, 2023

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

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

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

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

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL INFORMATION ABOUT THE OAKLAND UNIFIED SCHOOL DISTRICT

The District is located in and is approximately coterminous with the City of Oakland, California, located on the east side of the San Francisco Bay, approximately 10 miles from San Francisco. The District's boundaries also include small portions of the neighboring cities of Emeryville and Alameda.

The Oakland Unified School District (District) operates under a locally-elected seven member Board form of government and provides educational services to grades CDC/Pre-K - Adult. The District operates eighteen (18) child development centers, forty-seven (47) elementary schools, eleven (11) middle schools, ten (10) high schools, five (5) K-8, four (4) K-12, six (6) alternative ed and other programs as well. The District serves approximately 36,886 students. We encourage you to visit our website (<http://www.ousd.org>) for more information about the District.

The District reserves the right to issue other contracts to meet its requirements. Contract award does not preclude the District from using any other service providers for the same contracted services as those secured through this RFP. An underlying principle of this RFP is best value. Best value is determined through a process that evaluates strengths, weaknesses, risks and exemplary customer service.

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 summer/ intersession 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 summer model that youth development program organization wishes to offer. (Either a collaborative, independent or off-site community-based model schedule). Organizations can apply for eligibility to multiple models.
- 2) Program budget reflecting the program schedule (see Application Question 2 in Appendix II for details)
- 3) Job description for Site Coordinator and Program Instructor
- 4) Profit and loss statement and/or 990 tax form
- 5) Bank Statements to show proof of operating cash reserves
- 6) Letters of Reference (maximum of 3)
- 7) Statement of Qualifications
 - A. A Statement of Qualifications is a paragraph or two on the organization's letterhead that explains why they are qualified to provide this service.
- 8) 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.
 - D. Must include coverage for Corporal Punishment
- 9) 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.
 - 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.

D. Introduction and Overview

***Any approved OUSD Expanded Learning Lead Agency that has a current MOU in place does not need to apply for this RFP. Your current MOU covers summer and intersession programming.**

The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested nonprofit organizations to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering, and operating effective, high-quality expanded learning summer programs. This RFP is specifically for organizations willing to provide summer learning and intersession programs (summer, weekends, school breaks).

Eligible providers will be committed to OUSD's strategic plan and shared citywide goals. Lead Agency partners will invest in providing expanded learning supplemental programs that complement the regular school day program and support the OUSD priorities for student achievement, health, and well-being. 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 daily. 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, and creating inclusive and just conditions for all students to achieve equally high outcomes.

Select Lead Agencies will commit to working in partnership with school sites and the OUSD Expanded Learning Office (ExLO). Through the RFP process, OUSD seeks organizations that demonstrate the capacity to work within the established OUSD model of school and community partnerships and various funding sources' parameters. Organizations must be fiscally sound with the capacity to leverage other resources to provide students with high-quality expanded learning programming: after-school and summer youth development experiences that complement and support school district and city priorities for student success and well-being. Community organizations that serve as a Summer Lead Agency are an integral part of our OUSD Full Service Community Schools and make an impactful contribution toward strengthening our district, expanded learning system, and community.

Goals of Summer Learning Programs:

Rich learning experiences and knowledge development that incorporates:

- Academic intervention to combat summer learning loss.
- Enrichment integration with sports, STEAM and other enrichment activities that allow for acceleration of skills, habits and mindsets.
- Culturally relevant youth development in service of promoting and maintaining joyful schools which builds a culture of affirmation, inclusion and belonging.
- Equity: Programs create opportunity and engagement with our high priority students and their families, including students with disabilities, English language learners, Foster Youth, unhoused youth, and newcomer students.

The Expanded Learning Office supports summer programming is founded in these local, and national data points:

- Under-resourced children often do not have the same opportunities to learn and participate in enriching activities during summer, which increases the opportunity gap.
- Utilization of summer learning programs leads to lower violence, higher physical and mental health, improved social skills, and a heightened sense of self.
- When school ends, some students and families struggle to get their basic needs met; summer programming provides meals for students and a safe space to thrive.
- Students can typically lose up to 2 months of reading progress and 2.6 months of math progress over the summer. High-quality Summer Learning programs can turn that potential for loss into an opportunity to accelerate learning.

Therefore, our expanded learning programs are essential for keeping Oakland youth safe, healthy, and academically sound. The added opportunity for enrichment programs not typically offered during the school days gives students a chance to flourish in multiple skill sets and find a way to engage their whole selves and attend to multiple intelligences. In this way, they are given another opportunity to be 'seen' outside of academics and access programs that are usually cost-prohibitive.

Eligible expanded learning youth development organizations will help all students develop strong social-emotional skills and a sense of agency, give them opportunities to try new things, take risks, and participate in diverse enrichment programming that reflects student interest and promotes joy, skill-building, and hands-on experience. In addition, celebrate youth's interests, passion, and culture while helping youth identify their strengths.

The 3 types of summer/intersession youth development programs that the Expanded Learning Office is hoping to solicit CBOs to apply for are (i) the program at the school site in conjunction with OUSD faculty, called the **collaborative model (CM)**, (ii) the **independent model (IM)** program also housed at an OUSD school site, (iii) and the **off-site community-based model (OCB)** which can be held at an acceptable community space that serves OUSD students.

Organizations can apply for multiple models but must demonstrate the capacity and history of providing the youth development program.

(i) The **Collaborative Model (CM)**. This model provides youth with five weeks of full-day summer programming within the requirement of offering 9 hours (Monday-Friday 8:30 am - 5:30 pm) and working directly with the approved OUSD administrative and teaching staff on their assigned site. Interested CBOs must provide programming 5-days a week with a focus on academic enrichment, physical activity, and other youth development enrichment activities that meets ASES and 21st CCLC activity components. Each CBO is required to

have a 20:1 ratio (except for TK/K, which is a 10:1 ratio).

The OUSD Expanded Learning Office will select which eligible CBOs will be a match for the school hub/students/community. *Note: The Expanded Learning Office does not guarantee organization placement to a school or number of school sites this decision will be based on the acceptance of the school administration and agency capacity.

(ii) The **independent model (IM)**. This model provides youth with up to five weeks of full-day summer programming within the context of the typical summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

(iii) The **Off-site Community-based model (OCB)**. This model provides youth with off-site full-day summer/intersession programming within the context of the summer hours (Monday-Friday 8:30 am - 5:30 pm). The approved organization must offer a 9-hour program for each day of operation and provide appropriate staff to satisfy the 20:1 ratio (except for TK/K, which is 10:1 ratio).

Collaborative Model:	Independent Model:	Off-site Community Based-Model:
<p>5 weeks of programming</p> <p>Co-creation of the daily schedule at least 3 lead agency staff members present in the morning for an enrichment block</p> <p>All agency staff paid for an 8 hour day (to include prep and meal break)</p> <p>OUSD certified teaching staff providing academic support in the morning supervised by an OUSD Administrator</p> <p>Inclusion of SPED Students and SPED Support Staff</p> <p>Instructional Assistants/Tutors</p> <p>Recruitment/Enrollment/Registration led by OUSD</p>	<p>The lead agency fully staffs the program to allow for 9 hours of programming.</p> <p>Lead agency staff should have time to prep and have meal breaks</p> <p>District covers the cost of custodial staff, and the use of facilities</p> <p>District provides 3 meals to students (Breakfast, Lunch, and Snack)</p> <p>If needed, the District provides Culture Keeper to support campus safety.</p>	<p>Agencies run programming at non-district facilities. This can include wilderness-based camps, city recreation centers, or other venues.</p> <p>All staffing ratios, safety protocols, and attendance procedures must be adhered to.</p> <p>Providing breakfast, lunch and a snack that meet with the CDE requirements for nutrition.</p>

Intersession-

Meeting the qualifications for this Request For Proposals and being accepted also qualifies your organization to run intersession programs during any break in regular school year calendar.* *Intersession is any period between two academic sessions or*

terms sometimes utilized for brief concentrated courses.

E. Funding

OUSD Expanded Learning Programs are primarily funded through grants from the California Department of Education (CDE). CDE provides funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youth during non-school hours. The funds are awarded to specific school sites or agencies through a competitive process. The base grants that CDE awards to OUSD for summer programs represent three funding sources:

Additionally, Lead Agency partners leverage other funding and resources to support high quality programs, including private grant dollars, AmeriCorps grants, volunteers, and other in-kind resources. Leveraging additional resources on behalf of the expanded learning programs is an essential function of the Lead Agency partner because of the reality that state and federal expanded learning grant dollars alone are often inadequate to run a high-quality program. Expanded Learning Opportunity Program (ELO-P) CDE introduced ELO-P funding in 2021 to increase expanded learning opportunities for unduplicated students.

- 21st Century After-School Safety and Enrichment for Teens (ASSETS) grants for high schools are federal funds. 21st Century ASSETS grants are awarded based on a highly competitive application process, and last for five years.
- For summer learning and intersession models agencies will receive a rate of \$30.54/student/day for any program TK-12. This higher rate allows agencies to meet the requirement of a 9 hour day, create staggered staffing schedules, and have additional staff to meet the 10:1 TK/K staffing requirement, as well as to integrate with morning academic programs to add small group pull out and/or enrichment rotation.

F. Summer Learning/Intersession Program Operation:

We know in recent years, the field of education and expanded learning programs had to pivot due to global pandemic, power outage, wildfires, etc. Here in Oakland, approved Lead Agencies must be equipped and have organizational infrastructure to provide remote programs, hybrids, or any other configuration of programs mutually agreed upon in the MOUs.

In addition, in the spirit of OUSD's Full Service Community Schools vision, our approved expanded learning organizations partners work closely with schools and their principals

to develop specific programmatic goals to provide holistic support and equitable learning opportunities for students. As school-day teachers focus on providing high quality instruction in the classroom, youth development workers provide high quality expanded learning opportunities to students during the after school and outside of regular school hours when youth are most vulnerable to crime, violence, and risky behavior.

Below is an outline of operational requirements.

Please note that the below list of compliance requirements is not exhaustive. Lead Agencies are expected to know and comply with these and other district and state and federal requirements not listed here, including but not limited to state and federal laws and 12 requirements outlined in applicable OUSD Board policies and the Memorandum of Understanding (“MOU”) with OUSD which all Lead Agencies selected to serve a school site must sign and have approved by OUSD’s Governing Board. A sample MOU is attached as Appendix IV. Please note this MOU is subject to change depending on District needs. Applicants are encouraged to review it for more program requirement specifics.

G. Base-line Expanded Learning Program Requirements

Approved Summer Lead Agency/ Intersession program organizations must have an organizational infrastructure to provide programs throughout the year. Therefore, interested organizations need to review and consider the list of expectations of each program model before applying.

Interested organizations must:

- be able to provide 9 hours of service daily.
- uphold the grant, district compliance, and program quality standards (e.g. attendance, safety training etc).
- implement sign in/out procedure.
- take attendance in the AERIES student data system.
- provide district snacks that comply with district protocol and federal requirements
- incorporate ASES and 21st CCLC physical activity component, academic enrichment and educational enrichment.
- Interested organizations must serve a 20:1 ratio, (students: staff), with 10:1 for K/TK classrooms.
- Will collaborate with the ExLO Office to identify the maximum number of students participating during school-based model or intercession model.
- provide school-based or intercession models and work with the ExLO Office to offer high-quality programs and meet district safety requirements or grant compliance to ensure continual funding.

PROGRAM EXPECTATIONS

- 85% Average Daily Attendance. Most successful sites over enroll in order to hit that mark.
- 20:1 Student/Teacher ratio (10:1 for TK/K classrooms)
- This is a full day program; students should attend at least 6 hours, and can elect to stay up to 9 hours for before/after care.
- Agencies will work with hub and feeder schools to support the recruitment process.
- Culminating Event: Student-led showcase of student learning for family, community, and district leaders to attend.
- Family Orientation: to be held before the program for families and students.

Program Days and Hours of Operation

- The traditional 5 week district summer program will run from June 5th - July 7th for Summer 2023.
- Expanded Learning Grant Funded programs must operate for 9 hours (i.e. 8:30 - 5:30). Direct service can be conducted by a combination of district teachers and lead agency staff. Students should attend for at least 6 hours, and families can opt in for up to 9 hours for before/after care.
- Programs should offer 5 weeks of programming.

OUSD Required Summer Program Components

Every student in the summer program must receive:

- Enrichment: At least 180 minutes daily for every student in the summer program.
- Physical Activity: Minimum of 30-60 minutes daily of moderate to rigorous physical activity for every student, in the form of cooperative games.
- Educational Field trip: All programs must offer at least one educational field trip for all students, connected to summer curriculum
- Community Building activities: daily for all students.
- Culminating Event: Family-friendly showcase of student work/demonstration

* OUSD will provide summer curriculum and professional development to support these required program components (detailed below).

STAFFING EXPECTATIONS

- Programs will maintain a 1:20 adult to student ratio. 1:10 ratio for Tk/k classrooms.
- All staff included in this ratio will meet the district's Instructional Aide

- requirement: staff must have a minimum of 2 years of college (48 semester units), or they must pass the Instructional Aide exam administered by the Alameda County Office of Education
- All staff must have TB clearance, and fingerprint clearance by both the Dept. of Justice and the FBI.
 - **Incident/Accident/Mandated Reporting.**
 - All lead agencies must file incident reports for any significant events or injuries during programming.
 - All lead agency employees are considered mandated reports for suspected cases of abuse and neglect pursuant to Penal Code section 11166.5
 - All sites will have a site coordinator on site all days of the program
 - Lead agencies will have a manager-level supervisor present during the program and actively supporting and supervising staff on site
 - Program leaders will work collaboratively with school leadership and summer school principal on summer program design; program outreach and enrollment; and coordination/alignment between district academic and enrichment program elements.
 - Line Staff and Site Coordinator will fully participate in summer trainings detailed in the lead agency google calendar.

SUMMER/INTERSESSION DELIVERABLES

- Complete summer program planning tool, budget, and comprehensive summer schedule; submit all requested contract documents in a timely manner by the March deadline.
- SUMMER: Submit two invoices: 50% of contract amount on June 30 to cover start-up costs, pre-summer trainings, material purchases, etc. Second invoice submitted after last day of summer program to reflect actual expenditures.
- INTERSESSION: Agencies will submit monthly invoices once contract begins.
- Maintain program documentation for 5 years for auditing purposes.
- Hire enough staff to maintain required student staff ratio based on enrollment numbers.

Attendance

- Attend AERIES training set up activities in AERIES according to directions
- Utilize required daily sign-in/out sheets; ensure that all attendance sheets are completely and accurately filled out, including sign in/out signatures and times, and early release codes
- Input all summer attendance data into AERIES daily

Program Close Out

- Submit end of program invoices
- Accurately complete fiscal expenditure report describing actual use

- of contracted funds
- Submit electronic copies of all summer attendance records (i.e. daily sign in sheets) to the OUSD After School Programs Office, along with a completed internal audit form
- Complete OUSD summer-end evaluation surveys
- Attend summer-end debrief with OUSD summer planning team in October

H. Staffing

Staff working in OUSD Expanded Learning Programs must meet the minimum requirements to be in compliance with the California Dept of Education Codes. Staff members who directly supervise students must meet the district's qualification for an instructional aide or provide documentation that confirms completing 48 college units or the equivalent of an AA college degree.

Programs must operate with a minimum staff to student ratio of 1:20 or 1:15 for TK/K grade students. Unless otherwise advised due to the health and safety of the students. It is highly recommended that each expanded learning program have a Site Coordinator who is full-time and situated at the school site during the day. The California Education Code provides that "selection of the program site [coordinator] shall be subject to the approval of the school year site principal." The Lead Agency must notify school principals of any expanded learning staff changes.

Oakland expanded learning programs share a basic staffing pattern across all sites, though specific staff duties may vary somewhat from site to site. The most common staffing plan includes a full-time Site Coordinator, a Quality Support Coach, and youth development workers. Many programs also work with additional service providers for specific services, and some may rely on regular volunteer assistance as well. At some sites, certificated teachers provide targeted academic assistance and academic enrichment activities for expanded learning participants through extended contracts.

I. Enrollment, Attendance, and Evaluation Documentation

Approved 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 summer organization must work under the umbrella of the OUSD Expanded learning office and track all student participation using Aeries.
- b. **Attendance:** Attendance must be tracked for all camps and must be turned into the Expanded Learning Office.

- c. **Evaluation:** The expanded learning team provides yearly evaluation of programs and works to get feedback from students, community, and partners.

J. Contract and Payments

Summer/Intersession youth program organizations that are approved through the process described in this RFP can enter a 1-year contract with OUSD. This RFP is valid for 3 years and has an extension phase of up to 5 years. Contracts with OUSD are valid on a yearly basis for up to a 5 years span. Please note that a contract can only be yearly or for a 3 year period, with the possibility of 2 more years on a year to year basis. 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.

K. Guidelines for Charging Fees

The intent of ELO-P, ASES, and 21st CCLC grants, which aligns with OUSD values, is to establish local programs that offer academic support and enrichment to students in need of such services regardless of a families inability to pay.

Both the CDE and OUSD discourage charging fees as that could exclude students in need from attending and taking advantage of the expanded learning program. ASES, 21st Century, and ELO-P grants do not prohibit charging fees for expanded learning programs; however, programs which choose to charge fees, will need to collaborate with a Site Administrator to create and submit the program's fee structure for approval in accordance with the terms in the MOU. In addition, all 21st Century, ASSETS, ELO-P grants will be required to report any fees collected (i.e.- registration fees, family fees, application fees, etc.). Fees collected could be deducted from the 21st CCLC grant amount received by the California Department of Education (CDE).

Programs that opt to charge program fees may not prohibit any family from participating due to financial circumstances. All program materials related to outreach and enrollment must state clearly that no child will be denied services due to inability to pay.

L. RFP Process

Any summer/intersession youth program organization applying for the 2023 summer and/or intersession beyond must successfully complete the summer 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 summer or intersession organization role.

Summer/Intersession youth development 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 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 summer organization role and fulfill *all* summer learning 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 2023 - 2028 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 this 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 youth development-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 summer/intersession 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 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 Summer Learning youth development organization of its determination by January 17, 2023 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 Appendix V.

M. Minimum Proposals

OUSD is seeking applications from established community organizations with adequate fiscal reserves to cover at least 1 month of general operating expenses as a Lead Agency partner. Grant funds sub-contracted to Lead Agency partners do not cover the full cost of running a full comprehensive summer learning program in Oakland; thus,

organizations choosing to serve in the Lead Agency role must be financially stable and demonstrate the capacity to leverage other resources in support of youth programming.

OUSD is seeking applications from youth program organizations that have demonstrable experience in providing high quality summer programs. 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 skill building 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 programming that supports the district's and the school's goals.
- Agency administrative capacity to comply with compliance and fiscal policies of the OUSD and CDE, including: agency administration manual; fiscal and personnel policies; attendance records; cost allocation plans, etc.
- Capacity to effectively engage a large number of diverse students on an ongoing basis who demonstrate the desire and enthusiasm to participate in the program at a very high and consistent rate. Additionally, the agency can illustrate specific examples and strategies it has developed that actively engage parents and family members throughout the school year.

Summer/intersession 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.

N. Application Submission Contents

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

A Complete Summer/Intersession 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 8 double 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) **Boilerplate Checklist**: “ Expanded Learning Program and Services Agreement”
-Submission of the Signed Boilerplate Checklist (Appendix IV) will constitute a representation by your firm that it has read all of the clauses contained in the OUSD Lead Agency Memorandum of Understanding. The sample contract for the services detailed in this RFQ (Appendix IV, version for Fiscal Year 21-22), and that your firm is willing to comply with OUSD contracting requirements.
- 6) **Sample Program Schedule and Summary**: Based on the sample program budget in question (2), please provide a sample program schedule along with a short description of each activity. No more than (2) pages.

O. 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 8 pages total. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III).

RECEIPT OF PROPOSAL PACKAGES:

Proposal packages shall be emailed to the **Procurement Department** no later than **December 9, 2022 at 5 pm.**

Proposals submitted by email should be submitted in a sufficient file size to ensure delivery to the Procurement Department prior to the specified time.

Contractors are required to send via email to Procurement@ousd.org, their proposals. Incomplete proposals may be deemed non-responsive and therefore not considered.

The District reserves the right to reject any or all proposals. The District may negotiate the terms of the contract, including but not limited to pricing, with the selected Contractors prior to entering into a contract. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Local Business Program

In order to provide economic opportunity for Oakland residents and businesses and stimulate economic development in Oakland, the District has implemented a Local, Small Local and Small Local Resident Business Enterprise Program ("Local Business Program"). The District encourages Local, Small and Small Local Resident Businesses to apply.

Contractors claiming preference as a **certified** Oakland Small Business must attach a copy of their certification letter to their bid. This RFP, and subsequent amendments and/or updates will be available at: <https://www.ousd.org/procurement>. **Contractors are responsible for checking this website for information and changes to this RFP.**

P. 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.

This request is designed to select the Proposer that works best for the District. Proposals will be reviewed for content, completeness, experience, qualifications, price, means of providing service and ability to provide the best solution for the District. By responding to this request, proposer acknowledges that selection will be based on a comprehensive submission that meets or exceeds District requirements.

The District reserves the right without limitation to:

- Reject any or all proposers and to waive any minor informalities or irregularities
- Interview one or more proposers
- Enter into negotiations with one or more proposers
- Execute an agreement with one or more proposers
- Enter into an agreement with another proposer in the event that the original selected proposer defaults or fails to execute an agreement with the district

Evaluation Rubric

Performance Area	Expectations for Highly Recommended Sports-Based Organization
Organizational Capacity and District Alignment (25 Points)	<ul style="list-style-type: none"> • Organization has a clear mission and vision that complements OUSD’s vision for community schools and college, career, and community ready students. • Organization can clearly articulate how their program model will support OUSD’s elementary students and provide age-appropriate activities. • Organization has extensive experience serving the Oakland community and/or in communities of similar demographics, assets, and challenges. • The organization has extensive experience working in partnership with school sites and district leaders. • Organization has the capacity to serve OUSD’s diverse student demographics--i.e. serving multiple grade levels, multiple genders, ability, English as a second language, cultural, etc. • Organization can clearly articulate and show evidence of implementing the one of the types of summer/intersession model--the Monday through Friday program during the out of school time and/or during the intersession, successful. • The organization has experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to OUSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
Fiscal Management and Resource Development (25 Points)	<ul style="list-style-type: none"> • The organization has a strong budget template that clearly illustrates staffing costs, supplies, administrative costs, etc. within the model program of youth sports. • The organization clearly describes how it can secure additional funding to support high-quality sports-based youth development at . • The organization is able to clearly describe its systems, structures, and processes to ensure sound fiscal management of grant funds and how to comply with grant-related record-keeping for auditing purposes.
Agency Infrastructure (25 Points)	<ul style="list-style-type: none"> • The organization supports successful program implementation and clearly describes organization staffing systems, and processes that will ensure that all responsibilities will be fulfilled effectively and with fidelity. • The organization has designated administrative systems and procedures in place to ensure that sports camps are operating in full compliance with requirements set forth by OUSD and the California Department of Education (CDE). • The organization shows the capacity to hire and support a clearly designated staff for each camp and maintain active collaboration with the school site administrator and other school faculty.
Youth Development Expertise and District Alignment (25 Points)	<ul style="list-style-type: none"> • Agency’s program model clearly supports youth development. Agency provides descriptions of successes and challenges serving Oakland youth. • Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including: structured development plans; • Agency utilizes district opportunities, other partners and the greater community to continuously innovate and grow their youth development practices to better serve the community.

Q. 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.

R. Standard Contract Provisions

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

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template) ASES, 21st CCLC, ELO-P, and ASSETS
Expanded Learning 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.	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served:	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input type="checkbox"/>	yes
Middle (6-8)	<input type="checkbox"/>	yes
High School (9-12)	<input type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

Services Category-Types and models of programs: Mark all that apply. What type of summer/ intercession program are you interested in applying for?

<input type="checkbox"/>	Summer Programming - up to 6 weeks, 9 hours
<input type="checkbox"/>	Intercession (Offering 9-hours of programming)
<input type="checkbox"/>	Weekends (Saturday, Sunday, or both days)
<input type="checkbox"/>	Fall Break: week-long offering
<input type="checkbox"/>	Winter Break: week-long offering
<input type="checkbox"/>	Spring Break: week-long offering
<input type="checkbox"/>	Other non school days (Holidays, staff pd days, etc)
Preferred Model of delivery--(See Section D. for overview of models)	
<input type="checkbox"/>	Collaborative w/District staff on OUSD Campus
<input type="checkbox"/>	Independent on OUSD campus
<input type="checkbox"/>	Off-Site Community Based

Provide any additional information to explain your services category or preferred model of delivery. 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 program (Example: Need access to a garden to fulfill our organization's mission, ie.Need a stage etc). Types of equipment required to run the program.

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

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

Signature: _____

Date: _____

APPENDIX II: Application Questions

After reading the RFQ narrative, please respond to all of the questions within all four (4) titled sections below in no more than 10 double-spaced pages in 12pt Font. Organizations may elaborate on specific documents provided in the Required Supporting Documentation (Appendix III)

1. ORGANIZATIONAL CAPACITY (2 pages 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 they are caring, competent, fully-informed, critical thinkers who are prepared for college, career, and community success. Please explain why your organization is uniquely positioned to engage in partnership with the OUSD Expanded Learning Office to serve students. What is your organization's mission and vision and how does it align with OUSD?
- 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. (Reference the supporting documents required under Eligible Applicant Qualifications 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.

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT (2 pages)

- Using your organization's budget and profit and loss statement provided in the required supporting documentation, 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, 10:1 for Tk/K (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 summer/intersession program. \$30.24 per child/per day to serve up to 150 students for the duration of the program. (up to 6 weeks for the collaborative district summer program model) (approx. 40- 45 hours/week)

Your budget must detail:

- Staffing costs for service delivery, staff training, and prep time
- Full time site coordinator
- Any agency management-level staff who will be paid by grant funds for support of direct service programming
- Supplies, materials, curriculum, books, field trips, etc.
- Agency administrative costs not to exceed 4% of contracted amount
- Note: Your budget does not need to include snack costs if you are holding it on an OUSD campus.
- Describe how your organization will secure additional funding to match the contracted funds from OUSD. OUSD would like this standard to be met for all interested organizations regardless of funding source. OUSD will require that all enrichment summer provide 30% of in-kind services to support the entire program. What additional grant dollars and resources will your agency secure to help cover the costs of running an OUSD expanded learning program? Indicate sources and dollar value of contributions already secured and resources already leveraged. Describe your funding strategies and potential funding opportunities.
- Describe your organization's system, structures and processes to ensure sound fiscal management of grant funds, including expenditure reporting and payroll processes. How will your organization ensure compliant use of grant funds and proper maintenance of fiscal and other grant-related records for auditing purposes? Also discuss whether your organization has audited financial statements and the audit results secured within the last 2 years.

3. AGENCY INFRASTRUCTURE (2 Pages)

- Using an organizational chart, describe how the OUSD expanded learning program will be supported administratively and programmatically. Specifically, identify and describe the agency staffing, systems, and processes that will ensure each of the listed Lead Agency responsibilities will be fulfilled effectively.

- 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 and 10:1 for TK/K or better;

- Staff meet OUSD Instructional Aide requirement (48 college units or Instructional Aid Certificate)
 - Full time school Site Coordinator stationed at each school site during the day
 - 85% attendance documented by daily OUSD mandated attendance protocols
 - Professional record keeping and reproduction upon request for district audits
- Describe the role of the Site Coordinator 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)

- Describe how your organization's program model supports youth development. Cite prior noteworthy successes and challenges serving Oakland youth. How do you ensure each program is aligned with OUSD priorities? How does your program demonstrate that diversity, equity and inclusion are foundational in serving OUSD students?
- Please review the CDE's quality standards which are accessible on the [CDE Website](#). These standards identify organization, staff and programmatic touchpoints used by CDE to guide program quality. Please identify and discuss your agency's strengths and key areas for improvement in providing quality youth development programming.
- How does your organization ensure that all of your expanded learning staff have baseline knowledge and understanding of youth development best practices? What tools and training does your organization utilize to build the capacity of your staff and programs to create responsive high quality youth development practices?

- What types of data does your organization use to evaluate program quality? How has your organization used this information to inform program quality growth? Please share what indicators demonstrate that your organization is making the desired impact.

APPENDIX III. Instructions for RFP Application

Submission:

Deadline for submission of completed RFP application and supporting documentation is Dec. 9th, 2022 by 5:00 pm.

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

All proposals will need to be in EITHER a Hardcopy Proposal that is delivered to the procurement office OR a combination of pdf files emailed to procurement@ousd.org. Any documents submitted after the deadline will not be accepted or reviewed.

All e files will need to be in PDF format and accessible to OUSD. Any files missing could result in a disqualification from the RFP process.

Required Supporting Documentation Instructions:

In addition to the RFP Application in Appendix 1 and responses to questions in Appendix II, organizations also need to submit the following:

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

- **Sample schedule** of a summer/intersession program within the models outlines in Section D. *[Example of Title: Model Program_Organization Name_Types of Sports]*
- *click here for* [A sample budget](#) pertaining to the program schedule and activity summary.
- Organizational chart of agency that illustrates how the Summer/Intersession Program is to be supported administratively and programmatically (indicate specific names next to titles of staff whenever possible)
- Bank statements to show proof of operating cash reserves (reference application question 2 in appendix II for details)
- Profit and loss statement and/or copy of 2020 990 Tax Form
- Job description for site coordinator and program instructor
- Copy of IRS letter certifying tax exempt status
- **Signed letter of agreement** (as elaborated upon in Section N)
- **Letters of reference** (maximum of 2)
- Copy of Monitoring Reports and/or other external evaluations of the program (maximum of 1)

- 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: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
 - 4.1. Total Compensation
 - 4.2. Positive Attendance
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5. Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment
 - 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related

Facilities

7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
9. Ownership of Documents
10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Qualifications
 - 11.3. Removal of Staff
 - 11.4. Conflict of Interest
 - 11.5. Drug-Free/Smoke Free Policy
 - 11.6. Non-Discrimination
12. Indemnification
13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

The contract template that is currently being used by lead agencies is found in Appendix V.

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the RFP (Appendix IV).

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix V), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.

Signature	
Date	
Name and Title of Signatory	
Name of Organization	

APPENDIX V: SAMPLE OF OUSD SERVICES AGREEMENT

SAMPLE OUSD SERVICE CONTRACT (DO NOT ADJUST TO CHANGE) SERVICES AGREEMENT 2023-2024

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”):

The parties hereby agree as follows:

1. Term.

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

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

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

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

d. Compensation for any Services performed prior to the Start Date or after the End Date shall be at OUSD's sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand payment for the performance of such services.

e. VENDOR acknowledges and agrees not to expect or demand payment for any Services performed prior to the Parties, particularly OUSD, validly and properly executing this Agreement until this Agreement is validly and properly executed and shall not rely on verbal or written communication from any individual, other than the President of the OUSD Governing Board, the OUSD Superintendent, or the OUSD General Counsel, stating that OUSD has validly and properly executed this Agreement.

9. Equipment and Materials. VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.

10. Invoicing. Invoices furnished by VENDOR under this Agreement must be in a form acceptable to OUSD.

a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which Services were provided, name(s) of the person(s) performing Services, date(s) Services were performed, brief description of Services provided on each date, the total invoice amount, and the basis for the total invoice amount (e.g., if hour rate, the number of hours on each date and the rate for those hours).

b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.

c. Invoices must be submitted monthly, and within 30 days of the conclusion of the applicable billing period, unless otherwise agreed. OUSD reserves the right to refuse to pay untimely invoices.

d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.

e. To the extent that VENDOR has described how the Services may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (c)—indicate whether the Services are provided in-person or not.

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

11. Termination.

a. For Convenience by OUSD. OUSD may at any time terminate this Agreement upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for Services satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was provided, whichever is later.

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

c. For Cause. Either Party may terminate this Agreement by giving written notice of its intention to terminate for cause to the other Party. Written notice shall contain the reasons for such intention to terminate. Cause shall include (i) material violation of this Agreement or (ii) if either Party is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief or Deputy may issue the termination notice without approval by the OUSD Governing Board, in which case this Agreement would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was

provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for the correction are made.

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

12. Legal Notices.

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

OUSD

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

VENDOR

Name:
Title:
Address:
City, ST Zip:
Phone:
Email:

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;

(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 Contractors 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 perform 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 OUSD employee as having the proper authority and empowered to enter into this Agreement or as legally binding in any way.

c. 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: _____

Signature: _____

Position: _____ Date: _____

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: _____

Signature: _____

Position: _____ Date: _____

- Board President
- Superintendent
- Chief/Deputy Chief

Name: Kyla Johnson-Trammell Signature: _____

Position: Secretary, Board of Education Date: _____

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

Sample Contract - Exhibit A

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

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.

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

- Hourly Rate:
- Daily Rate:
- Weekly Rate:
- Monthly Rate:
- Per Student Served Rate:
- Performance/Deliverable

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

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..."*

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:

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.)

Proposer/ Vendor Forms Checklist to Complete

Exhibit A	Standard Form Response
Exhibit B	Reference Worksheet (3 minimum)
Exhibit C	Proposal Price Form
Exhibit D	Terms and Conditions
Exhibit E	Certification regarding Debarment, suspension, ineligibility
Exhibit F	Insurance
Exhibit G	Worker's Compensation Certificate
Exhibit H	Fingerprinting Certificate
Exhibit I	Non- Collusion Declaration
Exhibit J	Piggyback Clause
Exhibit K	Authorized vendor Signature
Exhibit L	Data Request- OUSD Data Privacy

Proposer shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal rejection. Additional sheets may be attached, if necessary. See Sections A, B and C below.

Exhibit A
Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

2. Tel: _____ Website: _____ Email: _____

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:
Name, Title Location Phone Number

6. Point of Contact if Contract is Awarded:
Name, Title Location Phone Number

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B
References:

To be submitted for each of the three to five (5) references required.

Reference 1:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 2:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

Reference 3:

Customer Name: _____

Contact Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

Services Provided: _____

How satisfied were you with the services provided?

Excellent Good Average Unsatisfactory

Was the project completed on time and within budget?

**Exhibit C
Proposal Price Form**

Service Description:

Annual Pricing:

Total Annual Amount of Proposal:

Additional Fees or Special Request Costs:

Signature _____

Print Name: _____

Title: _____

Company Name: _____

Print Name: _____

Date: _____

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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 or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and

Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature: _____

Date: _____

EXHIBIT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither ___ nor [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By _____
(Signature)

Typed or Printed Name

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____ [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By _____
(Signature)

Typed or Printed Name

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i.If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR 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 and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii.CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.

**EXHIBIT G
WORKERS COMPENSATION CERTIFICATE**

Labor Code § 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

c. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contractor Name: _____

By _____

Signature of Authorized Signer _____

Title of Signor _____

By _____

Signature of Authorized Signor

Title of Signor

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**EXHIBIT H
FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District
I _____, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on _____ / _____ / _____

Typed or Printed Name

Address

Title

Telephone Number

Signature

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS
CHECK (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall

be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

EXHIBIT I
NON-COLLUSION DECLARATION

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date

Name of Vendor

Printed Name of Authorized Company Representative

Signature of Authorized Company Representative

**EXHIBIT J
PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (____) YES

Option Granted (____) NO

EXHIBIT K
Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

Name of Company	Address	City and State
-----------------	---------	----------------

Area Code	Telephone #	Fax #
-----------	-------------	-------

Federal Tax ID Number

EXHIBIT L
Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. _____,
_____ (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates _____ (name of bidder’s officer), _____ (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

- H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.
- J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.
- K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
- L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
- M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
- N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Name of Proposer's Signee

Date: _____

Title of Proposer's Signee

APPENDIX VI: 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 January 24, 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:

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

Appellants will receive written notice of the outcome of their appeal February 1, 2022. In the event that an applicant's appeal is successful, the agency will be treated as all other prequalified agencies.



Proposal for
Expanded Learning
for Summer and
Intersession

RFP #22-129CSSS
FOR OAKLAND
UNIFIED SCHOOL DISTRICT
December 9, 2022

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application (Template)

(Email procurement@ousd.org for template)ASES, 21st CCLC, ELO-P, and ASSETS
Expanded Learning Programs

Cover Sheet Template:

Cover Sheet Template			
Organization Name	Elevo		
Primary Contact Person:	Christina St Claire	Secondary Contact Person:	Nicholas Telford
Email:	christina@elevolearning.com	Email:	nick@elevolearning.com
Telephone #:	(650) 520-5641	Telephone #:	(760) 687-3764

Cover Sheet Template		
Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served: 2021 and 2022 See Appendix I supplemental document with list.	<input checked="" type="checkbox"/>	Yes
	<input type="checkbox"/>	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	<input checked="" type="checkbox"/>	yes
Elementary/Middle (TK-8)	<input checked="" type="checkbox"/>	yes
Middle (6-8)	<input checked="" type="checkbox"/>	yes
High School (9-12)	<input type="checkbox"/>	yes
Alternative/Continuation High School	<input type="checkbox"/>	yes

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

Signature: 

Date: 12/9/22

Appendix I
California Schools:
Elevo Summer & Intercession Programming

1. Twin Rivers Unified (*reference letter*)
2. Lompoc Unified (*reference letter*)
3. Salinas City Elementary SD
4. Salinas Union High School District
5. Vallejo City Unified
6. Moreno Valley Unified
7. Berryessa Union Elementary
8. Pittsburg Unified
9. Lynwood Unified
10. Panama-Buena Vista Union
11. North Monterey County Unified
12. Oak Grove Elementary
13. Rowland Unified
14. Fallbrook Union Elementary
15. Orange Unified
16. Fowler Unified
17. Franklin-McKinley Elementary
18. Romoland Elementary
19. Santa Maria-Bonita
20. Upland Unified
21. Santa Rosa Elementary
22. San Leandro Unified
23. Newport-Mesa Unified
24. Wasco Union Elementary
25. Palmdale Elementary

Appendix II

I. ORGANIZATIONAL CAPACITY

1.1 Elevo-OUSD Partnership

Our Mission, Vision, and Experience - Elevo's mission is to transform the well-being of students, so they look forward to coming to school. Our vision is to engage students, excite parents, and support educators. As leaders in the Social Emotional Learning (SEL) space for the past 17, we have created a trusting support system for more than 100 districts, 1,500 schools, and over 250,000 students throughout California. **Our curriculum** - Designed by a team of SEL experts, academic professionals, and former teachers, our curriculum is based on the empirically researched, widely respected framework established by CASEL, the leading organization for SEL. Our lessons optimize student learning by providing the building blocks of social-emotional wellness. This framework helps support the whole child and cultivates skills that advance students' learning and development. We use physically active games and sports to teach SEL skills that support mental health and physical well-being. Our enrichment curriculum offers students voice and choice in how they participate. It also helps develop critical thinking skills, ignite student curiosity, and helps foster a sense of joy for learning by engaging students in relevant, culturally enriching themes. Coaches are trained to differentiate lessons to meet students where they are.

1.2 Elevo's Experience working with Students from Communities Similar to Oakland

A high percentage of the districts we support have a UPP > 70%. Many of our Districts partners have a mix of Title I and middle-to-high income schools. Our role is to listen to each site and adapt to their varied needs. Elevo takes a community approach to hiring by recruiting students from local colleges and universities to serve as mentors (see **Section 1.4**). It is not uncommon for Elevo coaches assigned to a school district to be an alumnus of that school.

1.3 Collaboration, Shared Decision-Making, and Transparency

Elevo believes it "takes a team" to inspire kids, excite parents, and support educators and we aim to be fully transparent by keeping communication lines open through regular check-ins and surveys. Elevo coaches check in with school administrators daily and are available for principal meetings. They also work alongside school site supervisors to provide the best supervision plans

for students. The Director of District Partnerships communicates with the District office for regular feedback. Our team also checks-in with District and site administrators at the beginning, middle and end of the program block. We are also committed to a **Continuous Quality Improvement (CQI) process** where we work with school leaders to identify stakeholders like older students, parents, teachers, administrators, site coordinators, program staff, and key community leaders. (See “Data” section, below, for details.)

1.4 Recruiting and Hiring Quality Coaching Staff

We know how to hire and retain a diverse, high-quality workforce in a tight labor market. Elevo has a 35-person recruitment team with the expertise, reach, and resources to build year-round partnerships with universities, junior colleges, and local referral networks. We’ve designed innovative recruiting strategies and experiences to attract and retain great candidates in 900 communities. Elevo’s team is hired from Oakland. We recruit the highest quality local individuals from our networks. **We help ensure this through the following hiring process where applicants must:** Be 18 years or older; Have a high school diploma or equivalent; Undergo an initial web-based online screening; Attend/pass a one-hour virtual interview; Be deemed fit by talent and operations teams; Attend/pass a paid in-person two-hour interview/training; Complete a one-hour curriculum quiz with a 90% or higher; Meet district requirements for fingerprinting, TB and COVID-19 vaccine/testing requirements; Complete Elevo’s safety training; Receive an Elevo coach jersey and agree to wear it to all program sessions; Be placed at a school site and trained on specific program requirements; Meet district qualifications for an instructional aide/paraprofessional. New coaches attend an extensive training program on behavior management, safety procedures, curriculum, field training, and specific requirements for individual district sites. (See Section 4.3 for details about this training.) **We have many coach-retention programs in place such as high-quality training and professional development, our ambassador program, our scholarship initiative, and monthly team-building exercises.**

2. FISCAL MANAGEMENT AND RESOURCE DEVELOPMENT

2.1 Budget Narrative

Elevo has the financial reserves and sufficient cash flow (see “financial documents”) to cover the following types of start-up costs for summer and/or intercession ELOP services until OUSD pays their invoices:

- For our Curriculum Team to develop the specific summer or intercession curriculum in collaboration with the District (see Appendix III, Organizational Chart for details.)
- For our full-time staff to recruit, hire, and onboard coaches and floater staff for each site (See Appendix III, Job Description for details about these positions) :
 - For the Independent Model: 36 on site staff members (coaches & site coordinator; 12 per site x 3 sites) x 9 hours/day x 25 days x \$100/hour
 - For the Collaborative Model: 33 on site staff members (11 per site x 3 site) x 9 hours/day x 25 days x \$100/hour
- For our coaches and floater staff to maintain a 20:1 (1st-8th grade) and 10:1 (TK/K) student - teacher ratio to meet CDE’s ELOP and District ratio guidelines and to help ensure appropriate student supervision. (See Section 3.2 for details.)
- To train our coaches on the curriculum, differentiation, behavior management, and to prepare them for their specific District site. (See Section 4.3 for training details.)
- To support a full-time site coordinator who will be on site all days of the program (included in the numbers, above). (See Appendix III, Job Description for details about these positions)
- For full-time Elevo staff, such as managers and trainers, who will support the coaches and site coordinator in carrying out their duties; this staff will also help maintain relationships and coordinate with school and District on enrollment, outreach, management, and curriculum aspects of the program.
- For any specific supplies we need to replenish or purchase, prior to the start of the program, such as field and game equipment.
- For overhead and administrative costs to help ensure the OUSD-Elevo team is supported and runs smoothly. (see Appendix III, Organizational Chart for details about this team.)

Elevo is a for-profit organization and will not be able to supplement the cost to run this ELOP

with grants. We must invoice OUSD for the actual cost of services to help ensure we are able to hire and support quality coaches and retain our experienced team of managers/operations staff, curriculum developers, recruiters, trainers, and marketers who directly and indirectly support our coaches and work with District and school staff.

2.2 Financial Systems and Structures

Elevo has clearly defined job responsibilities and multiple controls in place to help ensure sound fiscal management. Our policies and procedures are designed to minimize and/or mitigate risk and help to ensure we meet our objectives. We have HR staff who manage payroll and a financial team who manage invoicing and paying of bills. We use Bill.com to manage our invoicing processes and can meet all requirements such as submitting attaching PO#s to invoices, invoicing twice (50% each) for the entire summer session or monthly for intercession sessions. At the close of the program, our team is able to submit end-of-program invoices, and accurately complete a fiscal expenditure report describing actual use of contracted funds as described in the RFP. We do not have audited financial statements. Our financials are completed internally and reviewed by our contracted CPA.

3. AGENCY INFRASTRUCTURE

3.1 Administrative and Programmatic Support Our qualified staff are here to provide you with the support you need to help your district thrive. We have a wealth of experience and expertise to share with you, and we're here to support your program every step of the way. (See **Appendix III. Organization Chart** for an overview of our larger Elevo team.) Our dedicated operations team manages the day-to-day aspects of Elevo's programs. Each district has their own dedicated staff to provide them with the support needed to deliver a successful program at their sites. **Figure 1** shows current staff that aligns with Oakland.

Staffing: Below is a description of how the members of our team will support OUSD

Figure 1. Northern California Organization Chart



administratively and programmatically.

Director of Operations: Oversees and manages all Northern/Central California program operations.

Operations Manager - Oversees regional managers, acts as the main district point of contact, produces reports and shares updates.

Site Success Manager – Regularly checks in with school sites to proactively address any potential concerns. Leads monthly check-in calls with school principals for updates on site success health metrics and records feedback.

Regional Manager: Manages, oversees, and evaluates all coaches and site-to-site daily program operations (including behavior and uniform enforcement), reports coach absences, tardiness, or resignations as well as provides necessary coverage in advance if these changes occur.

Coach Trainer: Acts as another line of coach support, helps with curriculum implementation and quality control, dependent on program size. Minimum qualifications for the coach trainer are: two years of coaching or other relevant experience.

Site Coordinators (Site Leads): Organizes and leads the program for each school site and act as points-of-contact for each site. They are experienced coaches who work with the Operations and Regional Managers to supervise the coaches and all participants in the program. They report attendance, payroll, incident, and injury reports to the Operations and Regional Manager. Site

Coordinators represent the program and serve as a point of contact for parents, students, and school personnel. See Appendix III. Job Description, for details about this position.

Coaches: Coaches provide supervision, homework help, and academic support for students in the program. They collaborate with the Site Coordinators to coordinate and lead organized fitness and recreation activities and enrichment projects such as art, music, science, drama, etc.

These positions are filled once we are given a notice to proceed. (See **Sections 1.4 and 4.3** for how we hire and train our coaches. See Appendix III, Job Description, for details about this position)

3.2 Systems and Processes We have multiple systems in place to help ensure our ELOP operates fully and in compliance with requirements set forth by OUSD and the CA Dept of Education.

Maintaining Ratios: To help ensure coach consistency, and to maintain appropriate ratios of 20:1 (grades 1-8) and 10:1 (TK/K), we hire “floater staff,” who go through the same hiring process as above. “Floater staff” act as substitutes when an assigned coach is unable to work. We also have additional on-site staff who are not counted into our ratios. This staff is available for support, if needed.

Site Coordinator: We have a site coordinator stationed at each school site during the day. See position details above, and additional details in Appendix II, Job Description.

Data Collection & Record Keeping: We have staff and systems in place to collect and report on District-required documentation such as program attendance that we can reproduce upon request for District audits. (See “Data” **Section 4.4** for more about some of the data we can collect.) . We are also able to complete the summer program planning tool, budget, and comprehensive summer schedule, submit all requested contract documents in a timely manner by the March deadline and maintain program documentation for five years for auditing purposes. Additionally, our team can: attend ARIES training and set up activities in AERIES; Use the required daily sign-in/out sheets; ensure that all attendance sheets are completely and accurately filled out—including sign in/out signatures and times, and early release codes; and input all summer/intercession data into AERIES daily.

Communication: Refer to **Section 1.3 and 4.2** for examples of how we communicate with stakeholders.

4. YOUTH DEVELOPMENT EXPERTISE, PROGRAM QUALITY ASSESSMENT PROCESS, AND SCHOOL DISTRICT ALIGNMENT

4.1 Elevo is Aligned with OUSD Priorities: Elevo's programs are designed based on CASEL's SEL framework which aims to support the whole child. Each lesson is built on CASEL's five competencies: self-awareness, self-management, social awareness, relationships skills, and responsible decision-making. These all-encompassing skills support youth development by improving a student's self-concept, which is linked to improved academic performance and overall health in and out of the classroom. We help align the program with OUSD priorities through regular communication (see **Section 1.3**) and by involving stakeholders in our CQI process (see **Section 4.4**.)

4.2 Strengths and Key Areas of Improvement: Strengths we regularly hear from Districts: "Elevo coaches establish and build relationships with kids so quickly, which is priceless for us". "Coaches really care and are open to coaching and feedback". This feedback is a direct result of the care we take to hire the right candidates for each of our programs. It also reflects our focus on relationship-building and the value we place on developing social-emotional skills at all levels of our organization. This ultimately translates into a safe and positive emotional climate for students. **Areas of Improvement:** Helping ensure that our our team of more than 2,000 coaches are on time each day and consistently fulfill their agreed-upon coaching role is a top priority and has been a challenge. To address this, we overstaff certain school sites within a District with 'floater coaches'. To retain our quality coaches, we provide paid trainings and professional development workshops to keep them growing and improving with Elevo.

4.3 Professional Development: Once hired, our curriculum and training team support the ongoing training and professional development of our coaches. Coaches attend an extensive training on safety procedures, curriculum, field training, behavior management, and specific program requirements for their individual district sites. **Training:** coaches are trained on best practices for customer service and how to become an integral part of a school's community. They review CASEL's SEL curriculum and review expectations for success when leading field lessons and games focusing on student engagement and classroom management. Field training includes a training manual with suggested lesson timings for successful program management to equip and empower them to be successful on the field. Our approach to behavior management

and maintaining a safe and supportive environment is well-communicated and training is a regular part of our professional development. This training includes field management, giving instructions, being a role model, and dealing with behavior issues. **Game of the week and Coach Huddle Training-** Occurs every Friday. Coaches are paid to attend these sessions which helps incentivize them to attend. **Observations & Feedback-** Coaches receive an informal observation monthly by their training coordinator or manager. Each coach is also visited biweekly for onsite training.

4.4 Data Collection and Program Quality: Elevo understands the importance of engaging in a data-driven CQI based on the 12 Quality Standards described on the CDE website. We can track program attendance and, with District support, school attendance. We are also implementing a comprehensive **CQI Process** to evaluate qualitative student data in the context of program quality data. We work in partnership with Districts to collect required data such as attendance, program participation, and other relevant metrics to meet program-specific goals. We also track program renewal rates and monitor our Net Promotor Score as indicators of District satisfaction with our programs. For student-specific data, we are exploring the Dessa mini and/or Dessa–validated research tools that can help us measure SEL growth over time. We also collect student, family, and staff surveys at the beginning and end of the program. Our CQI process revolves around the three continuous steps of Assess, Plan, and Improve. **Assess:** Elevo collects data on our programs using qualitative and quantitative strategies and data types. We can collect data from focus groups, surveys, (digital and in-person), and interviews with key stakeholders. **Plan:** Together, the core CQI team and interested parties develop a plan for CQI to address high need priorities of the program. **Improve:** After plan implementation, the CQI team reflects on progress and updates the action plan accordingly. The plan is assessed semi-annually to confirm program needs are met and make necessary changes. Once changes are made, the data is then reviewed and analyzed, and the process restarts with assessment. **Elevo's Impact:** Our programs have a 90% renewal rate. We regularly seek feedback from site leaders, students, teachers, families, and District staff and we collect quarterly assessment questionnaires to learn what we are doing well and where we can improve. **Results:** 96% of students look forward to coming to school when Elevo is there; 81% of students feel happier after learning with Elevo; 97% of administrators would recommend Elevo's programs to other administrators.

Appendix III

SAMPLE PROGRAM SCHEDULE & SUMMARY

Elevo's Customizable Programs

Elevo offers three main components to our summer and intersession programs, which are woven together by a weekly theme. Students receive 180 minutes per day of enrichment and 30-60 minutes per day of physical activities (*see next page for an example of a typical week for our core curriculum*). To create our District-specific daily schedule, we work collaboratively with school leadership and summer school principals on summer program design, program outreach and enrollment, and alignment between academic and enrichment program elements. We are always able to adapt to meet District needs.

SEL/PE ACTIVITIES - SEL enrichment lessons focus on a specific SEL skill based on one of the five core competencies in the CASEL framework. Our goal is for students to practice and gain proficiency in a range of new SEL skills. This curriculum includes weekly games and incorporates a different SEL competency into physical activities.

ELO-P ENRICHMENT - Our theme based Enrichment Curriculum incorporates art, dance, theater, STEM, and the humanities. Students are grouped in blocks based on interests, abilities, and grade level to provide a more personalized learning experience. Themes are selected to cover a wide range of interests, cultures, and self-development skills and include topics such as Olympics, Debate, Talent Show, Going Green, and Community Leadership. All lessons are tied to CASEL's five core competencies, so while students learn through doing, they also have an opportunity to practice and discuss crucial social-emotional learning skills that support overall mental wellbeing.

SPORTS - This curriculum focuses on four sports: basketball, Gaelic football, soccer, and flag football. Each week, students will learn new skills related to the sport and participate in a series of mini games to practice learned skills. At the end of a sporting series, students will play in a tournament to showcase their new abilities. Games and activities are designed for all students to be successful regardless of their physical abilities. Elevo has a task-centered approach to coaching which translates to incremental improvements for each child that are celebrated equally. This approach allows each student to build upon their previous successes and leverage a growth-mindset to the various activities within our program.

In addition to this core curriculum, our programs include: Brain Breaks which are transitional exercises designed to help students energize, refocus, and refresh; Health tips where students learn an important health tip; Snack/Meal time where Elevo provides district snacks that comply with district protocol and federal requirements; An educational field trip that is connected to the summer curriculum; Community Building Activities which are woven into our Enrichment, SEL/PE and Sports programs; A Culminating event which is a Family-friendly showcase of student work; and a Family Orientation prior to program launch.

Elevo's curriculum and programs are designed to nurture a diverse group of students including children of color, English language learners, displaced children, and special education students, regardless of skill level. And we differentiate to help ensure we meet students where they're at.

Sample Daily Schedule

Example of Elevo's Daily Program for Week 2

Theme of the Week: Discover the Great Outdoors

DAY	SUBJECT	ACTIVITIES
01	Daily SEL Focus Art PE Science	<ul style="list-style-type: none"> – Self-Management & Stress Management – Make Nature Creatures! – On Track – 3 Day Build a Kit Challenge
02	Daily SEL Focus Art PE Science	<ul style="list-style-type: none"> – Self-Awareness & Stress Management – Create an Animal Print Medallion – The Number Game – Continue Kite Challenge
03	Daily SEL Focus Art PE Science	<ul style="list-style-type: none"> – Relationship Skills & Conflict Resolution – Build a Bird Feeder – Rock, Paper, Scissors – Final Kite Challenge Day
04	Daily SEL Focus Art PE Science	<ul style="list-style-type: none"> – Self-Awareness & Growth Mindset – Leaf Print Art – Push Up Pros Relay – Painting with Sunscreen
05	Daily SEL Focus Art PE Science	<ul style="list-style-type: none"> – Social Awareness & Building Empathy – Friendship Bracelets – Empathy Tag – Measure a Tree by Never Leaving the Ground

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2022

Site Name:	(TBD by OUSD)	21st Century Grant Funds for Lead Agency	ELOP	Lead Agency In-Kind Contributions
Site #:	3 sites			
Lead Agency	Elevo			
# of summer students	450			
# of summer program days	25			
Total 21st CCLC Grant Funds	\$343,575			
TOTAL CONTRACTED FUNDS			\$343,575	\$0

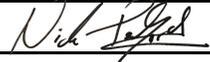
BOOKS AND SUPPLIES

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$0		
4310	Curriculum (Elevo's proprietary SEL/PE and sports curricula; requires expert staff to develop and years of testing and revising)			\$50,000
5829	Field Trips (fees, supplies)			
	Bus tickets for students			
	Rental bus for field trips			
	Snacks			
	Incentives			
	Family Night supplies			
	Sports and game equipment and other needed supplies			\$5,000
	Total books and supplies	\$0		\$55,000

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)		\$15,100	
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time) - coaches		\$155,000	
5825	Enrichment Facilitators (# of staff X total hours X hourly rate, including prep and training time) - coaches			
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time) - coaches			
5825	Management/Ops/Marketing/Recruiting/curriculum staff		\$105,300	
5825	Contracted OUSD Summer Teachers			

5825	Subcontractors (please list each specific subcontracting agency)			
5825	Curriculum design and development		\$113,400	
5825	Coach onboarding, training, professional development		\$109,350	
5825	Employee benefits including coach retention bonuses		\$48,600	
5825	Payroll expenses		\$72,900	
5825	Margin		\$145,800	
	Total services	\$0	\$765,450	\$0
IN-KIND DIRECT SERVICES				
	Total value of in-kind direct services			\$0
SUBTOTALS				
	Subtotals DIRECT SERVICE	\$0	\$765,450	\$55,000
	Allowable lead agency admin (at 8% of contracted funds or less)	\$0	\$44,550	
TOTALS				
	Total budgeted per column	\$0	\$810,000	\$55,000
	BALANCE remaining to allocate	-\$466,425		

Required Signatures for Budget Approval: 

Lead Agency:	Elevo	Date: 12/9/22		
--------------	-------	---------------	--	--

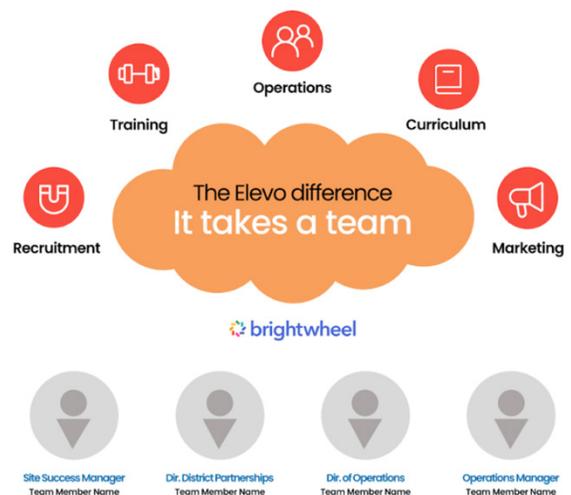
Notes:

- 1) Lead agencies will be required to submit a summer-end expenditure report on these budget expenditures.
- 2) These contracted summer funds are based on anticipated summer program average daily attendance. Sites that fall short of 85% of the summer attendance target in the first week will be required to submit an aggressive student recruitment and retention plan for the remainder of the summer and reallocate budget funds appropriately to reflect actual attendance numbers.

ORGANIZATION CHART

We are organized to deliver and have five teams who are dedicated to the success of our programs. Their responsibilities are outlined below:

- **Recruiting Team:** We know how to hire and retain a diverse, high-quality workforce in a tight labor market. Elevo has a 35-person recruitment team and the reach and resources to build year-round partnerships with universities, colleges, and local referral networks. We've designed recruiting experiences that attract great candidates in 900 communities, creating roles that fit their lives and goals as well as the unique needs of each district.
- **Training Team:** Our training team is responsible for developing and delivering initial training and then ongoing professional development for coaches that focus on site specific topics, curriculum updates, behavioral management best-practices, and other topics based on feedback from School and District partners and Elevo colleagues. This team works directly with the curriculum team and together they facilitate frequent onsite check-ins to receive coach feedback and confirm all coaches are effectively implementing our curriculum and training materials.
- **Central Operations Team:** Managing and coordinating the onboarding of our coaches in addition to the ongoing scheduling and communication with schools and Districts, takes a substantial team effort. Our Central Operations team manages our scheduling software and helps ensure all coaches are on time and ready to go each day. The technology platforms used by both internal and external staff is also managed and updated daily by this team. This team also works with the Marketing team to help ensure consistent, relevant and clear communication between Elevo's internal teams and between Elevo and schools, the District, and families.
- **Curriculum Team:** Elevo's curriculum team is responsible for developing curriculum and tracking weekly lesson themes. They also coordinate work directly with the Training team on staff-wide professional development and training. Our curriculum has been co-designed by experts including Dr. Wendy Borlabi, psychologist for the Chicago Bulls and previous psychologist for the US Olympic team; Dr. Kelly McGonigal, psychology professor at Stanford, TED speaker, and author; and Dr. Chris Corliss, previous program director of physical education, student health, and wellness for OCOE.
- **Marketing Team:** Elevo's in-house marketing team supports Districts and Elevo, internally. Elevo's marketing team supports Districts by designing and creating content to help maximize enrollment in summer, intercession, and afterschool programming. Once students are enrolled, this team collaborates with the District to determine the best way to communicate with the school and parents. They then create the necessary collateral (flyers, letters, emails, etc.- Spanish/English) to align with the District priorities. The Marketing team works closely with the Operations team to transition registration and communication with families (upon school approval) through Brightwheel (brightwheel.com).



Financial Documents (Balance sheet and P&L) Emailed Separately.

JOB DESCRIPTION

Site Coordinator

Site Coordinators are manager-level supervisors who are stationed at each school site during the day and actively supports and supervises site staff. They organize and lead the program for each school site, act as points-of-contact for each site. They are experienced coaches who work with the Operations and Regional Managers to supervise the coaches and all participants in the program. They report attendance, payroll, incident, and injury reports to the Operations and Regional Manager. Site Coordinators represent the program and serve as a point of contact for parents, students, and school personnel.

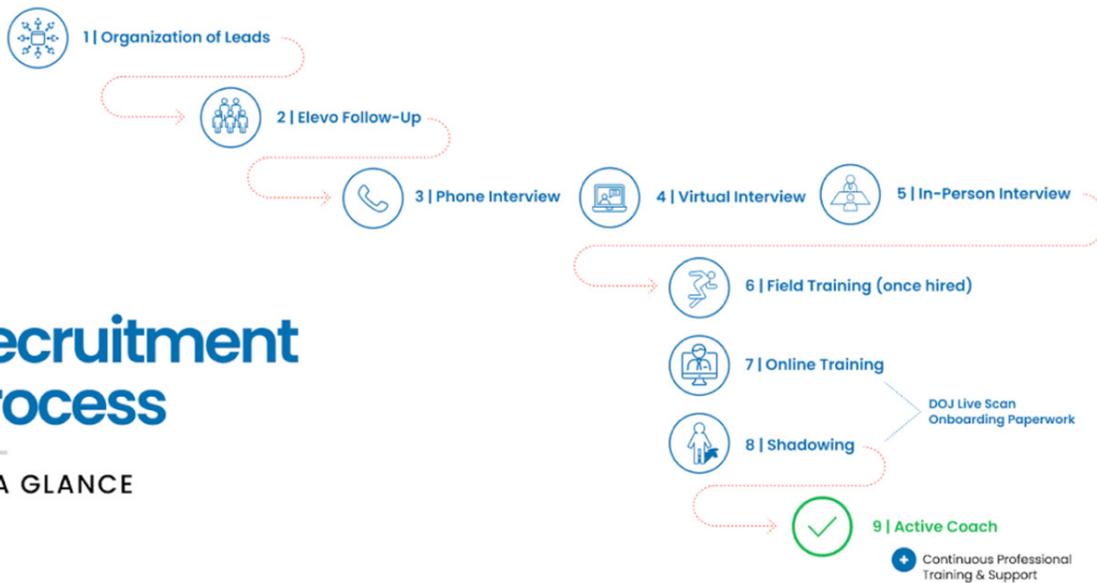
Program Instructor (“Coach”)

Coaches provide supervision, homework help, and academic support for students in the program. They collaborate with the Site Coordinators to coordinate and lead organized fitness and recreation activities and enrichment projects such as art, music, science, drama, etc.

RECRUITING QUALITY COACHES



The Recruitment Process from Hiring to Coach



Recruitment Process

AT A GLANCE

Copy of IRS letter certifying tax exempt status: Non-applicable. Elevo is not a non-profit organization.



SOQ/Letter of Agreement

December 9, 2022

Attention:

Rosaura M. Altamirano, Supply Chain & Logistics
Procurement Department, 900 High Street, 2nd Floor, Oakland, CA 94601

Re: Expanded Learning for Summer and Intersession | RFP #22-129CSSS

Dear Rosaura,

The Oakland Unified School District (OUSD, District) is proactively seeking organizations to deliver extended learning programming (ELOP) that will provide engaging, inclusive, and comprehensive summer and intersession programs for students. To deliver a successful ELOP, OUSD requires a provider that has the in-depth knowledge of ELOP programming requirements, demonstrable experience, and strong management capabilities. Elevo Learning (Elevo) is that provider. Elevo is well-positioned to support OUSD's Summer and Intersession ELO-P efforts. Our trained and qualified staff will operate in teams at contracted school sites as needed, providing everything required for a high-functioning, quality program.

Elevo has delivered a variety of services, similar to those requested in this proposal, to school districts in California throughout the past 17 years including districts in Alameda County. This experience allows us to provide a program that will engage your students and exceed the expectations of your staff and administrators.

This acts as our statement of interest and eligibility to respond to this RFP as well as our certification of intent to meet the requirements specified in the RFP. Staff working within OUSD will 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. Should you have any questions, or need additional information, please contact myself or Christina.

Nick Telford
Co-Founder/President
4666 Cass St Suite #200
San Diego, CA 92109
760-687-3764

Christina St. Clair
Director of District Partnerships
(650) 520-5641
christina@elevolearning.com

Legal Name

Coast 2 Coast Coaching
DBA Elevo Learning (formerly known as Sports for Learning)

Address

4666 Cass St Suite #200
San Diego, CA 92109

Telephone Number

(619) 343-5619

Fax Number

n/a

Person(s) Legally Authorized to Bind Provider

Nicholas Telford,
Christina St. Claire

A TRUSTED PARTNER

650+

Elementary and Middle School Partners

100+

School Districts in California

17

Years of Experience

Sample External Evaluation Report
Moreno Valley Principals Survey



ELEVO Learning

Principals survey results

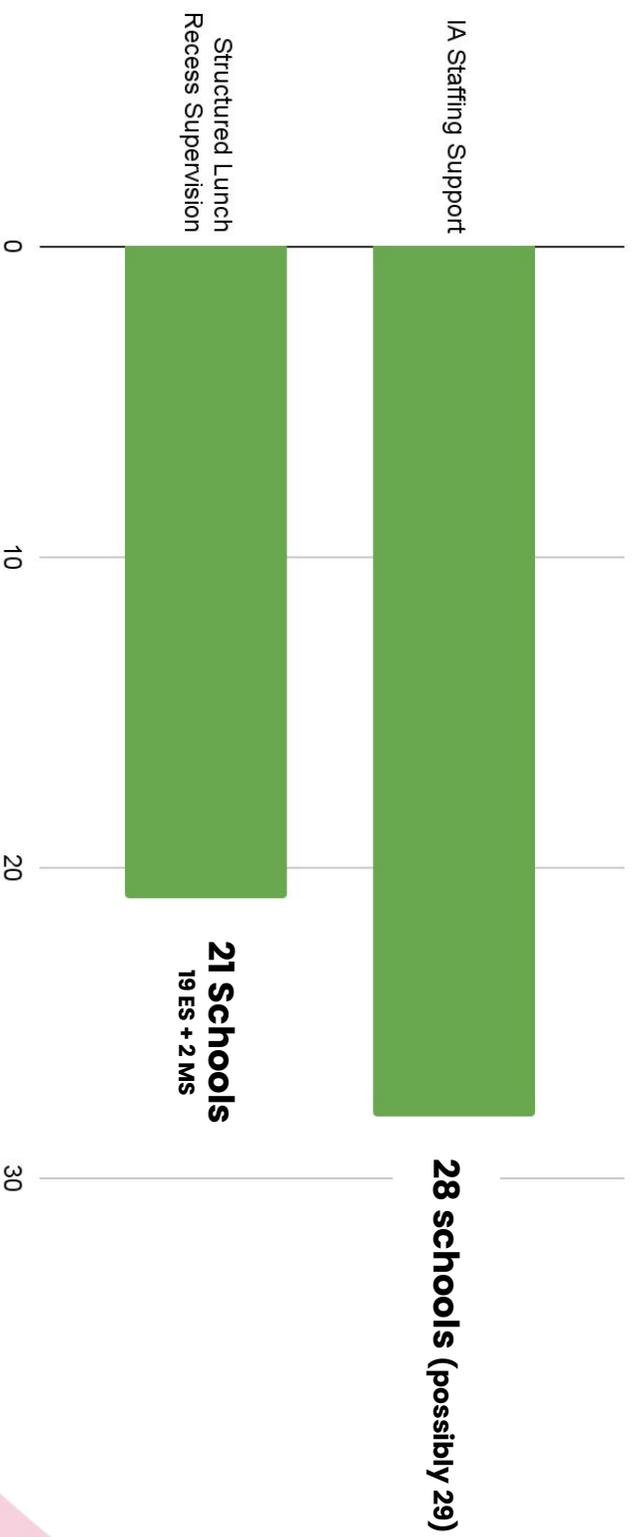
Lunch Recess & IA Staffing Support Program
21/22 School Year

26 April, 2022

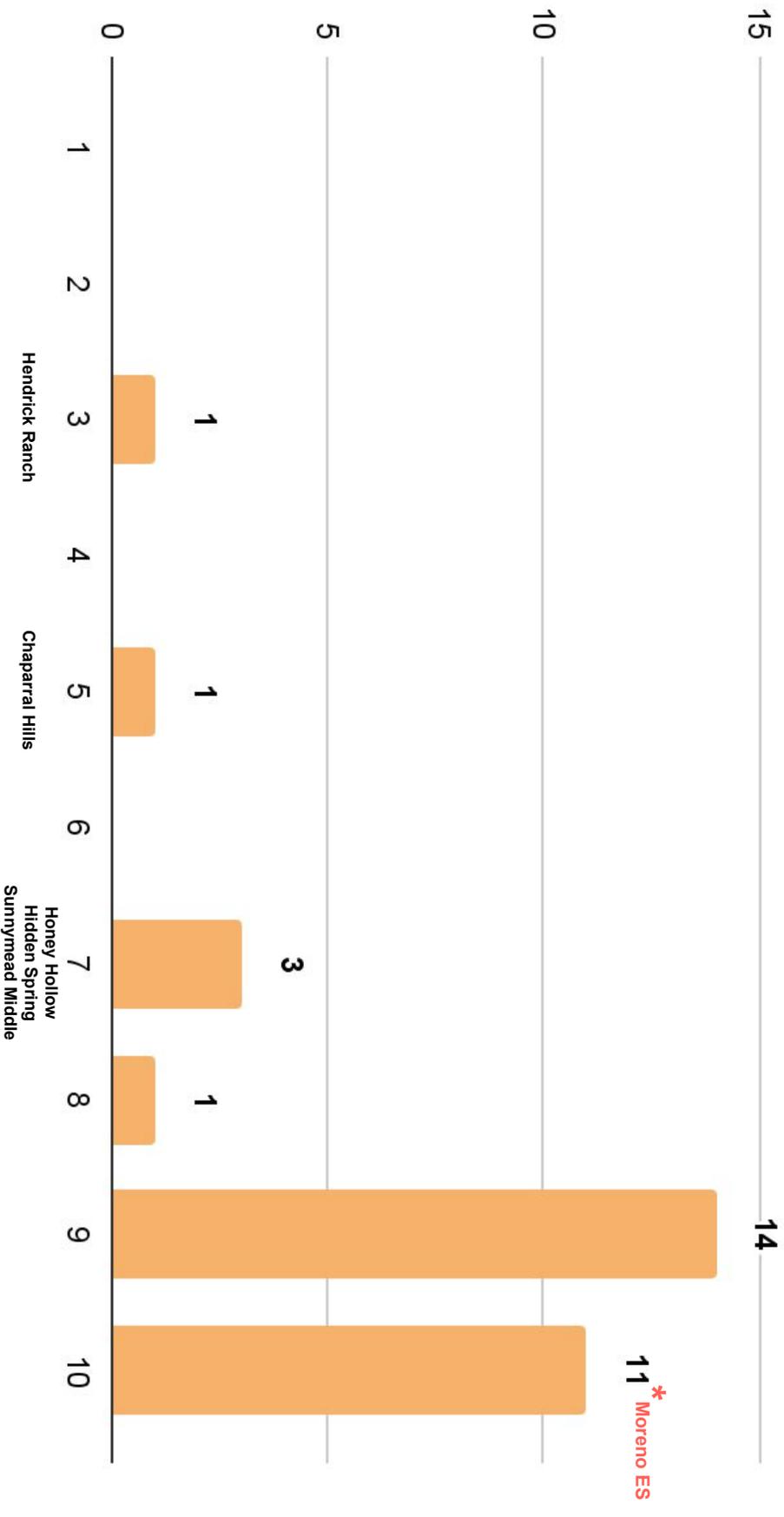


SUMMARY

Results of survey collected from 31 schools/principals



How much have you enjoyed working with our organization this school year?





INDIVIDUAL SURVEY RESULTS

Can you tell us why you need the services you have selected above back to your site next school year?

It was helpful to have the extra classroom IA support in TK and a Kindergarten classroom. Both employees were dependable and worked well with students and the teachers.

Nancy Albee, Principal at **Moreno Elementary school**

This has been vital on providing SEL to our student and teaching them how to cope to various situations.

Selene Amancio, Principal at **Serrano Elementary school**

It helps provide more support for the students and staff.

Jaime Zepeda, Principal at **Creekside Elementary school**

All the services above support student socio-emotional development allowing students to participate and interact in structured activities (PLC Teachers Release and Lunch Recess Support). The IA classroom supports have been extremely valuable because we are able to provide targeted interventions to more of our highest needs students.

Ryan Palomino, Principal at **Sunnymeadows Elementary school**



Classroom IA support provides individualized support for select students that struggle with self-control, require redirection, guidance with multiple steps, and safeguarding self and others.

Muriel Vega, Principal at **Edgemont Elementary school**

Help with keeping kids active. Helps gets kids connect to school because they enjoy the sports and interaction. Good for our PBIS program

Wade Hamilton, Principal at **Northridge Elementary school**

The extra staffing support has assisted us to ensure students continue to have small group support during these times of quarantine or following COVID protocols.

Esmeralda Chalfant, Principal at **Butterfield Elementary school**

Our student population needs a lot of extra support. The lunch recess support has been helpful in that it has allowed us to open the field. Prior to having this support, we were not able to open the field due to lack of supervision. The students love having this option and participating in the activities with the coaches. The staffing support was also very helpful! The ladies we had in this support role were flexible and helped us in many areas as needed. They were life savers in many instances.

Ambra Dodds-Main, Principal at **Sunnymead Elementary school**

Additional supervision is critical during unstructured times, such as recess. Also, having IA support in the classroom facilitates additional support and differentiation critical to meeting students' learning needs.

Abeer Awad, Principal at **Box Springs Elementary school**

We appreciate the structured developmentally appropriate activities and the willingness to collaborate with administration and campus support aides.

Consuelo Frausto, Assistant Principal at **Ridge Crest Elementary School**

Since we have acquired these extra supports, we have had a decrease in recess and lunch incidents. Also, we have been able to provide continuous small group/individual academic support to at risk students.

Mario Perez, Principal at **Seneca Elementary school**

Each of the services offered provide us with opportunities to increase our students sense of safety and well being at school. Midland students have really benefited this year while working with the coaches during the teachers' PLC release time. They also enjoy seeing the coaches during their recesses and lunches and frequently join in games that the coaches are getting started. The in the classroom IAs have also been extremely helpful working with small groups of students and assisting teachers.

Joanne Katona, Principal at **Midland Elementary school**

Our teachers have been able to identify and support the needs for our students in Academics, SEL (Behavioral) and Attendance related issues due to the time they have been provided for PLC. The site has received very few behavioral concerns from the recess lunch cycle due to the extra support provided during that time. The extra site Staffing support has been able to provide academic and behavioral supports.

Michael McNutt, Principal at **Ramona Elementary school**

The staffing support in the classroom gives us an added option in working with small groups and supporting students with their SEL needs.

Genaro Garcia, Principal at **Cloverdale Elementary school**

We have a large enrollment of about 800 students and although we have 8 Campus Support Aides, we can always use extra student supervision during lunch and recess. This service from ELEVO has been very helpful this school year since at times we did not have substitutes picking up the CSA vacancies and ELEVO staff was available to help out with student supervision. Staffing Support has also been very helpful to fill in whenever our sites IAs have been absent (we hardly had any subs cover for IAs). Plus teachers can always use more help in the classroom for students' academic support.

Maria Arreola, Principal at **Armada Elementary school**

Due to COVID hitting my site multiple times this year the additional IA support has been invaluable!! The IAs have been so helpful and flexible to support any class or program we have needed them to support.

Andrea Aragon, Principal at **Rainbow Springs Preschool**

Justin has been amazing to work with. He has supported our students and staff inside and outside of the classroom.

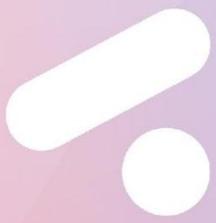
Rafael Garcia, Principal at **Landmark Middle School**

The presence of the Elevo on campus is invaluable. They were supportive, engaging and most importantly provided fun for the students during lunch.

Akinlana Osonduagwuike, Assistant Principal at **Palm Middle School**

Lunch Time Activity Supervision for our students and to aide to provide classroom support for our students and teachers in additional areas where support is not supplied.

Marissa Smith, Principal at **Mountain View Middle School**



INDIVIDUAL SURVEY RESULTS

**How much have you enjoyed working with
our organization this year?**

I am really hoping to have all or partial support from ELEVO during the 22/23 school year. Our students and staff have benefited from it. I will also add that having consistent coaches is very important for the program to be successful. The coaches and the students need to build relationships to ensure trust.

Ambra Dodds-Main, Principal at **Sunnymead Elementary school**

Thank you for these supports. Our students have made positive strides with socio-emotional supports with the structured PE activities as well as academic progress with the IA supports.

Ryan Palomino, Principal at **Sunnymeads Elementary school**

Customer service has been excellent this year.

Mario Perez, Principal at **Seneca Elementary School**

Elevo support has become such a part of our school environment that I can't imagine our school without them.

Abeer Awad, Principal at **Box Springs Elementary School**

Classroom IA's were very supportive and did well with the students and the teachers.

Nancy Allbee, Principal at **Moreno Elementary School**

I want to give commendation to two of your staff supporting Armada Elementary who have been exceptional: Laneisha Trevillison and Vanessa Mendoza. They have both been very supportive, professional, conscientious, and always willing to learn and help where needed.

Maria Arreola, Principal at **Armada Elementary School**

Elevo has responded very quickly to any concerns or needs and has been an invaluable part of the campus culture this school year.

Michael McNutt, Principal at **Ramona Elementary School**

I really enjoyed the support the quick response return from management on any specific concerns. All concerns were addressed immediately and appropriately.

Veronica Zarate, Principal at **Towngate Elementary School**

The extra IA support has been a true help. The staff has been phenomenal, adaptable, and professional in any and every possible position we have placed them.

Esmeralda Chalfant, Principal at **Butterfield Elementary school**

All my teachers have been very satisfy with the support they have been receiving from the program. They are looking forward to continue it next year.

Selene Amancio, Principal at **Serrano Elementary School**

The staff have been great!

Nicole Moshiri, Principal at **La Jolla Elementary School**

The additional support was greatly appreciated and would love to have it continue due to staff shortages.

Andrea Aragon, Principal at **Rainbow Springs Preschool**

APPENDIX IV: OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist

1. Intent
2. Term of MOU
3. Termination
4. Compensation
 - 4.1. Total Compensation
 - 4.2. Positive Attendance
 - 4.2.1. Reconciliation Process for Positive Attendance Based Grant Funds
 - 4.2.2. Administrative Charges and Reconciliation
 - 4.3. OUSD Administrative Fees
 - 4.4. Agency Administrative Fees
 - 4.5. Program Budget
 - 4.6. Modifications to Budget
 - 4.7. Program Fees
5. Scope of Work
 - 5.1. Student Outcomes
 - 5.1.1. Alignment with Community School Strategic Site Plan
 - 5.2. Oversight
 - 5.3. Enrollment
 - 5.4. Program Requirements
 - 5.4.1. Program Hours
 - 5.4.2. Program Days
 - 5.4.3. Program Components
 - 5.4.4. Staff Ratio
 - 5.5. Data Collection
 - 5.5.1. Accountability Reports
 - 5.5.2. Attendance Reports
 - 5.5.3. Use of Enrollment Packet
 - 5.6. Maintain Clean, Safe and Secure Environment
 - 5.7. Meeting Participation
 - 5.8. Relationships
 - 5.9. Licenses
6. Field Trip Policy. Field Trips, Off Site Events and Off Site Activities
 - 6.1. – 6.13.2., including, but not limited to:
 - 6.1. Licenses Permission Slips/Acknowledgement
 - 6.1.3. Notice of Waiver of All Claims
 - 6.5. Health Conditions/Medication
 - 6.6. Supervision
 - 6.7. Transportation Requirements
 - 6.11. Additional Requirements for High Risk, Overnight, Out of State Trips
 - 6.12. Additional Requirements for Field Trips/Excursions Which Include Swimming or Wading
 - 6.13. Additional Requirements for Trips to East Bay Regional Park District Bodies of Water (swimming pools, lagoons, shoreline parks and lakes) and Related

Facilities

7. Financial Records
 - 7.1. Accounting Records
 - 7.2. Disputes
8. Invoicing
 - 8.1. Billing Structure
 - 8.2. Unallowable Expenses
 - 8.3. Invoice Requirements
 - 8.4. Submission of Invoices
 - 8.5. Submission of Invoices for ASESP and 21st Century Grants
9. Ownership of Documents
10. Changes
 - 10.1. Agency Changes
 - 10.2. Changing Legislation
11. Conduct of Consultant
 - 11.1. Child Abuse and Neglect Reporting Act
 - 11.2. Staff Requirements
 - 11.2.1. Tuberculosis Screening
 - 11.2.2. Fingerprinting of Agents
 - 11.2.3. Minimum Qualifications
 - 11.3. Removal of Staff
 - 11.4. Conflict of Interest
 - 11.5. Drug-Free/Smoke Free Policy
 - 11.6. Non-Discrimination
12. Indemnification
13. Insurance
 - 13.1. Commercial General Liability
 - 13.2. Worker's Compensation
 - 13.3. Property and Fire
14. Litigation
15. Incorporation of Recitals and Exhibits
16. Counterparts
17. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
18. All exhibits, with required forms and timelines

The contract template that is currently being used by lead agencies is found in Appendix V.

All applicants are required to review the contract template currently in use, and sign the OUSD Expanded Learning Lead Agency MOU Boilerplate Checklist of the RFP (Appendix IV).

Submission of this Signed Boilerplate Checklist will constitute a representation by your firm that it has read all the clauses listed in the OUSD Expanded Learning Lead Agency MOU contract sample (Appendix V), is willing and able to comply with OUSD contracting requirements, and understands that the standard OUSD Expanded Learning Lead Agency MOU is subject to change annually.

Signature	
Date	12/9/22
Name and Title of Signatory	Nicholas Telford, President
Name of Organization	Elevo

Appendix IV



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Amendment No. 1

Posted November 10, 2022

Request for Proposal (RFP) 22-129CSSS

EXPANDED LEARNING FOR SUMMER LEARNING AND INTERSESSION

To: ALL BIDDERS

The Oakland Unified School District (“OUSD”) (“District”) hereby issues this Bid Amendment No. 1 to the RFP, as defined below.

EACH BIDDER MUST SUBMIT A SIGNED AND COMPLETED COPY OF THIS BID Amendment NO. 1, TOGETHER WITH ITS BID PROPOSAL, BY THE BID DATE AND TIME, OR THE BIDDER’S BID PROPOSAL MAY BE DEEMED NON-RESPONSIVE.

**The following information has been amended;
all other information remains the same.**

1. See Page 7, section D

Amended From: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **nonprofit organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider

Amended To: The Oakland Unified School District (OUSD) Department of Expanded Learning invites interested **community based organizations** to respond with their qualifications to serve as an Expanded Learning Program Provider in designing, planning, administering,

CONTRACT/BIDDER ACKNOWLEDGEMENT OF RECEIPT AND AGREEMENT:



Signature

12/9/22

Date

Nicholas Telford, President

Print Name and Title

Elevo

Print Company Name

Sincerely,

Rosaura M. Altamirano
Senior Manager, Supply Chain & Logistics
rosaura.altamirano@ousd.org
Procurement Service Department
900 High Street, Oakland, CA 94601
(510) 879-2990 ph.

Exhibit A
Standard Form Response:

A. GENERAL INFORMATION

1. Company name, address and point of contact for this proposal (including prior business or operating names and dba names):

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

2. Tel: (760) 687-3764 Website: www.evolearning.com Email: nick@evolearning.com

3. Is the Company a Certified Oakland Small Business? Yes No

4. Type of Company: (check one)
Individual Partnership Corporation

5. Names and titles of all principals/officers/partners of the company:

Name, Title	<u>Nick Telford, President/CEO</u>	Location	<u>California</u>	Phone Number	<u>(760) 687-3764</u>
	<u>Chris Murphy, CEO</u>				

6. Point of Contact if Contract is Awarded:

Name, Title	<u>Christina St Claire</u>	Location	<u>California</u>	Phone Number	<u>(650) 520-5641</u>
-------------	----------------------------	----------	-------------------	--------------	-----------------------

B. LEGAL INFORMATION

1. Has your company ever been in litigation or arbitration involving service for any public, private or charter K-12 schools during the prior five (5) years?

Yes No

If yes, provide the name of the school district or school and briefly detail the dispute.

2. Has your company ever had a contract terminated for convenience or default in the prior five years?

Yes No

If yes, provide details including the name of the other party:

3. Is/are your company, owners, and/or principal, partner or manager involved in or is your company aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment?

Yes No

If yes, provide details:

4. Is/are your company, owners, and/or principals or partners involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state, or federal agency?

Yes No

If yes, provide details:

Exhibit B

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,

Katherine Wallace
Education Services Coordinator

Special Projects

Lompoc Unified School District

Exhibit B

May 10, 2022

To Whom It May Concern:

This letter is provided as a reference for Elevo who has serviced Village Elementary School at Twin Rivers Unified School District during the 2021-2022 school year. I have worked closely with Elevo's Regional Manager and can attest that the Lunch Recess program has been highly successful.

Elevo's program has benefited our school, students, and families by keeping students engaged through instilling a fun environment and promoting an enthusiastic school climate. We have been very impressed with the structure of Elevo's team and the positive impact they've made at our school. Their can-do attitude has made it incredibly easy for us to collaborate and meet the needs of our students. There have been days where we needed extra support and the Elevo team stepped in every time. The Elevo team is very flexible and has stepped in to add extra support every time our school has requested it. They are very flexible and customize their programs to fit our specific site needs. In addition, we are thoroughly impressed with the level of professionalism and customer service support by the field operations staff.

Our school was so satisfied with Elevo's program that we held an end of year party in honor of their coaches. I highly recommend Elevo without hesitation and look forward to continuing our partnership.

Please feel free to contact me with any questions.

Sincerely,

Anna Ampania
Principal at Village Elementary School

Exhibit C
Proposal Price Form
 Collaborative Model*

Service Description:	Annual Pricing:
<u>Elevo Coach Pay</u>	<u>\$155,925</u>
<u>Coach Retention & Longevity Bonuses</u>	<u>\$ 44,550</u>
<u>Payroll Expenses</u>	<u>\$ 66,825</u>
<u>Administrative Fees</u>	<u>\$ 40,838</u>
<u>Full Time Staff Assigned to OUSD</u>	<u>\$ 96,525</u>
<u>Curriculum Design & Development</u>	<u>\$103,950</u>
<u>Onboarding and Training</u>	<u>\$100,237</u>
<u>Margin</u>	<u>\$133,650</u>
Total Annual Amount of Proposal:	<u>\$ 742,500*</u>
 Additional Fees or Special Request Costs:	 <u>\$0</u>

Signature 

Print Name: Nicholas Telford

Title: President

Company Name: Elevo

Print Name: Nicholas Telford, Elevo

Date: 12/9/22

*This is the total cost for OUSD to hire Elevo to run 3 sites for Summer (5 week program) or Intercession (5 weeks in a 12-month period):
 36 staff x 5 weeks x 9 hours/day

Exhibit C
Proposal Price Form
Independent Model*

Service Description:	Annual Pricing:
<u>Elevo Coach Pay</u>	<u>\$170,100</u>
<u>Coach Retention & Longevity Bonuses</u>	<u>\$ 48,600</u>
<u>Payroll Expenses</u>	<u>\$ 72,900</u>
<u>Administrative Fees</u>	<u>\$ 44,550</u>
<u>Full Time Staff Assigned to OUSD</u>	<u>\$ 105,300</u>
<u>Curriculum Design & Development</u>	<u>\$113,400</u>
<u>Onboarding and Training</u>	<u>\$109,350</u>
<u>Margin</u>	<u>\$145,800</u>
Total Annual Amount of Proposal:	<u>\$ 810,000*</u>
Additional Fees or Special Request Costs:	<u>\$ 0</u>

Signature 

Print Name: Nicholas Telford

Title: President

Company Name: Elevo

Print Name: Nicholas Telford, Elevo

Date: 12/9/22

*This is the total cost for OUSD to hire Elevo to run 3 sites for Summer (5 week program) or Intercession (5 weeks in a 12-month period):
36 staff x 5 weeks x 9 hours/day

Exhibit D Terms and Conditions

By virtue of submitting a proposal, each Bidder confirms that (a) it is agreeable to each and every provision of Attachment 1 – Contract Template and (b) that the District has the absolute right to delete existing and/or to include additional provisions in any resulting contract with a Bidder prior to execution of said contract(s) by the parties. In addition, consistent with Attachment 1 – Contract Template, by virtue of submitting a proposal each Bidder confirms the following:

1. Equal Opportunity – The Bidder must be an Equal Opportunity Employer, and shall be in compliance with the Civil Rights Act of 1964, the State Fair Employment Practice Act, and all other applicable Federal and State laws and regulations relating to equal opportunity employment. It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against anyone because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, Bidder 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, Bidder agrees to require like compliance by all its subcontractors. Bidder 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 or sexual orientation.

2. Errors and Omissions – If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished an RFP for bidding purposes, without divulging the source of the request for the same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefor. If a bidder fails to notify the District, prior to the date fixed for submission of bids, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall bid at their own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. The bidder should carefully examine the entire RFP and addenda thereto, and all related materials and data referenced in the RFP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Bidder Agreement – In compliance with this RFP, the bidder will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein. A bid is subject to acceptance at any time within sixty (60) days after opening of the same, unless otherwise stipulated. Bids cannot be corrected or altered after opening by the District.

4. Bid Signee – If the bidder is an individual or an individual doing business under a company name, the bid must, in addition to the company name, be signed by the individual. If the bidder is a partnership, the bid should be signed with the partnership name by one of the partners. If a corporation, with the name of the corporation by an officer authorized to execute a bid on behalf of the corporation.
5. Bidders' Understanding – It is understood and agreed that the bidder has been, by careful examination, satisfied as to the nature and location of the work; the character, quality and quantity of the materials to be provided; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and general and local conditions, and all other matters which can in any way affect the work under the contract. No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the contract, shall affect or modify any of the contractual terms or obligations.
6. Intent of Specifications – All work that may be called for in the specifications shall be executed and furnished by the successful bidder(s), and should any work or materials be required which is not denoted in the specifications, either directly or indirectly but which is nevertheless necessary for the execution of the contract, the bidder is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if it were particularly delineated or described.
7. Extra Work – No bill or claim for extra work or materials shall be allowed or paid unless the doing of such extra work or the furnishing of such extra materials shall have been authorized in writing by the District's Director of Transportation.
8. Defense, Indemnity & Hold Harmless – Contractor shall indemnify, hold harmless and defend OUSD and each of its officers, officials, employees, volunteers and agents from any loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OUSD, Contractor or any other person and from any claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply jointly and severally regardless of whether OUSD or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss or liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of OUSD. If Contractor should subcontract all or any portion of the work or activities to be performed under this MOU, Contractor shall require each subcontractor to indemnify, hold harmless and defend OUSD, its officers, officials, employees, volunteers or agents in accordance with the terms of the preceding paragraph. Contractor also agrees to hold harmless, indemnify, and defend the District and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, Contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Agreement. This provision survives termination of this Agreement.

9. Disposition of Proposals – All materials submitted in response to this RFP will become the property of the District, and will be returned only at the District's option and at the bidder's expense. The original copy shall be retained for official files and will become a public record after the date and time for final bid submission as specified.

10. Terms of the Offer – The District's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the District. Proposals offering terms other than those shown herein will be declared non-responsive and will not be considered.

11. Awards – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

12. District's Alternative Providers – The District reserves the right to solicit, purchase and obtain from providers other than the successful Bidder(s) certain products and services, of a nature similar or equivalent to those products and services solicited in this RFP.

13. Bidder Agreement to Terms and Conditions – Submission of a signed proposal will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation, including the terms of the exemplar contract included herewith.

14. Laws Governing Contract – This contract shall be in accordance with the laws of the State of California. The parties further stipulate that the County of Alameda, California, is the only appropriate forum for any litigation arising here from.

15. Notices – Any notices relevant to this Agreement may be served effectually upon either the District or the Successful Bidder, one to the other, by delivering such notice in writing, or sending such notice by certified mail, traceable overnight letter or email.

16. Changes to the Agreement – The Agreement may be changed or amended by written, mutual consent of the District and each successful Bidder. No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties thereto, and no oral understanding or agreement not incorporated therein shall be binding on the parties thereto.

17. Nomenclatures – The terms Successful Bidders, Suppliers, Vendors, Providers, Service Providers, Awarded Contractors and Contractors may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the District enters into a contract as a result of this solicitation. The terms District, OUSD, Oakland Unified School District, Board and Board of Education may be used interchangeably in this solicitation and shall refer exclusively to the Oakland Unified School District. The terms Proposals, Bids and Offers may be used interchangeably in this solicitation and shall refer exclusively to the response made to this solicitation by any bidder. The terms RFP and Request For Proposals may be used interchangeably in this solicitation and shall refer exclusively to this solicitation. The terms Contract and

Agreement may be used interchangeably in this solicitation.

18. Time – Time is of the essence.

19. Severability – If any provisions, or portions of any provisions, of the contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

20. Assignment – The Agreement entered into with the District shall not be assigned without the prior written consent of the District.

21. No Rights in Third Parties – The Agreement entered into with the District does not create any rights in or inure to the benefit of any third party.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Bidder must complete and return with its proposal the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form, which is attached hereto as Exhibit E

Signature:  _____

Date: 12/9/22 _____

EXHIBIT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION

I am aware of and hereby certify that neither ___ nor Elevo [Name of Bidder] its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/offer or/contractor or any lower participant is unable to certify to this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the 9th day of December [PLACEHOLDER FOR DATE] for the purposes of submission of this bid.

By Nick Telford
(Signature)

Nick Telford

Typed or Printed Name

President

Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the 9th day of December [PLACEHOLDER FOR DATE] for the purposes of award of this contract.

By Nicholas Telford
(Signature)

Nicholas Telford

Typed or Printed Name

President

Title

EXHIBIT F INSURANCE

All Bidders must submit with its proposal evidence that the Bidder can meet the following insurance requirements:

Unless specifically waived by OUSD, the following insurance is required:

i.If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR 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 and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

ii.CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. 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 CONTRACTOR. The policy shall protect CONTRACTOR 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.

Elevo agrees to these terms. See attached ACORD sheet.



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).

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

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"/> COMMERCIAL GENERAL LIABILITY <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	<input type="checkbox"/> AUTOMOBILE LIABILITY <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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

**EXHIBIT H
FINGERPRINTING CERTIFICATION**

To the Governing Board of Oakland Unified School District
I, ~~Nicholas Telford~~, acknowledge and certify as follows: (Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at, California, on 12 / 9 / 2022

Typed or Printed Name Nicholas Telford

Address Elevo, 4666 Cass St, Suite #200
San Diego, CA 92109

Title President

Telephone Number (760) 687-3764

Signature 

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS
CHECK (EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall

be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim’s will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

**EXHIBIT I
NON-COLLUSION DECLARATION**

Nicholas Telford

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 12/9/22

Name of Vendor Elevo

Printed Name of Authorized Company Representative Nicholas Telford

Signature of Authorized Company Representative



**EXHIBIT J
PIGGYBACK CLAUSE**

The Oakland Unified School (District) hereby declares its intent and authorization to make this contract awarded under this Invitation for Proposal "piggybackable" by other education agencies in the state pursuant to Public Contract Code Sections § 20118 and § 20652.

School Districts participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary, and shall hold the Oakland Unified School District harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

Option Granted (____) YES

Option Granted (X) NO

EXHIBIT K
Authorized Vendor Signature

Prime Point of Contact

Proposal Submitted by:

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

12/9/22		Nicholas Telford
Date	Signature/Title	Type or Print Name
Elevo	Elevo, 4666 Cass St, Suite #200	San Diego, CA 92109
Name of Company	Address	City and State
(760) 687-3764		
Area Code	Telephone #	Fax #

Federal Tax ID Number 26-4615732

EXHIBIT L
Data Request - OUSD Data Privacy and Management Agreement

To submit a qualified proposal for RFP Bid No. 22-129 CSSS,
Elevo (“Bidder”) requests the specific OUSD records or data listed in Attachment A.

TRANSFER OF DATA: OUSD and Bidder shall use a secure means - OUSD FTP site for transferring confidential information. At no time will data be sent by any other means to or from the parties, such as through cloud sharing services or remotely hosted non-OUSD FTP sites.

PERIOD OF AGREEMENT: This Agreement shall be effective when signed by both parties, and will terminate on 06/30/2023 unless terminated earlier by OUSD.

Bidder agrees to the following confidentiality statements:

A. Bidder acknowledges that these data are confidential data and proprietary to OUSD, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).

B. Bidder designates Nick Telford (name of bidder’s officer), CEO (title of bidder’s designated officer), as the person responsible for the security and confidentiality of the data and will notify OUSD immediately in writing of any change in designee.

C. Bidder will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

D. Bidder shall instruct all staff with access to confidential information about the requirements for handling confidential information, and require each person who will have access to confidential information to sign an agreement to comply with the confidentiality provisions of this Agreement, and any other confidentiality requirements of the Bidder. Bidder will also maintain a log of any such access.

E. Bidder shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

F. Bidder shall not upload or handover data provided under this agreement or any portion thereof to a subcontractor or other third party software or manual service without the prior written consent of OUSD, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

G. Bidder agrees that the handling and evaluation of the data shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of the Bidder that have legitimate interests or permission for accessing such information.

- H. Bidder will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
- I. Bidder will not contact the individuals included in the data sets without obtaining advance written authorization from OUSD.
- J. Bidder shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by OUSD.
- K. Bidder shall use the data only for the purpose described in Section A above. These data shall not be used for personal gain or profit.
- L. Bidder shall keep all information furnished by OUSD in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way using current industry standard under encryption, so that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored on laptop computers or other portable computing devices or media, e.g., flash drives, etc.
- M. Bidder shall permit examination and on-site inspections by OUSD upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.
- N. Bidder agrees that the confidential data will be destroyed within 30 days after no longer needed for the purposes for which the request was conducted, and will provide written notification to OUSD confirming when the data have been securely destroyed.

LIABILITY

Bidder agrees to be responsible for, and assumes all liability for, any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to the Bidder's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Bidder agrees to hold harmless OUSD and pay any costs incurred by OUSD in connection with any Claim. The provisions of this Section shall survive the termination or expiration of this Agreement.

TERMINATION

- A. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx): 1. By OUSD immediately in the event of a material breach of this Agreement by Bidder. 2. By OUSD after 14 days advance written notice to the Bidder, for any reason or no reason.
- B. The confidentiality provisions of this Agreement shall survive the termination of the Agreement.
- C. If this Agreement is terminated by either party for material breach or for any other reason with 14 days written notice, the confidential information shall be returned or destroyed within 7 days of the termination.
- D. If the Agreement terminates at the end of the term (period of Agreement), Bidder shall return or destroy all confidential information when it is no longer needed for preparation of the Bidder's proposal. Such return or destruction shall occur within 7 days after it is no longer needed for preparation of Bidder's proposal.

E. Destruction of the confidential information shall be accomplished by utilizing an approved method of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction.

GENERAL UNDERSTANDING

A. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties.

B. This Agreement shall be governed by and construed under the laws of the State of California.

C. Any waiver by any party of the violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

Proposer :

Nicholas Telford

Date: December 9, 2022

Name of Proposer's Signee
President/CEO

Title of Proposer's Signee



Coast 2 Coast dba Sports For Learning
Profit and Loss
January - December 2020

	<u>Total</u>
Income	
Total Income	<u>\$ 4,000,336.03</u>
Cost of Goods Sold	
Total Cost of Goods Sold	<u>\$ 839,241.83</u>
Gross Profit	<u>\$ 3,161,094.20</u>
Expenses	
Total Expenses	<u>\$ 2,365,835.39</u>
Net Operating Income	<u>\$ 795,258.81</u>
Other Income	
Total Other Income	<u>\$ 10,338.76</u>
Other Expenses	
Total Other Expenses	<u>\$ 26,214.89</u>
Net Other Income	<u>-\$ 15,876.13</u>
Net Income	<u>\$ 779,382.68</u>

Friday, Nov 04, 2022 01:52:05 PM GMT-7 - Accrual Basis

Coast 2 Coast dba Sports For Learning
Profit and Loss
January - December 2021

	<u>Total</u>
Income	
Total Income	\$ 20,831,247.44
Cost of Goods Sold	
Total Cost of Goods Sold	\$ 5,465,293.27
Gross Profit	\$ 15,365,954.17
Expenses	
Total Expenses	\$ 8,353,076.30
Net Operating Income	\$ 7,012,877.87
Other Income	
Total Other Income	\$ 1,023,611.00
Other Expenses	
Total Other Expenses	\$ 123,258.86
Net Other Income	\$ 900,352.14
Net Income	\$ 7,913,230.01

Friday, Nov 04, 2022 01:51:51 PM GMT-7 - Accrual Basis

Coast 2 Coast dba Sports For Learning
Profit and Loss
January - August, 2022

	<u>Total</u>
Income	
Total Income	<u>\$ 31,629,770.73</u>
Cost of Goods Sold	
Total Cost of Goods Sold	<u>\$ 8,843,969.78</u>
Gross Profit	<u>\$ 22,785,800.95</u>
Expenses	
Total Expenses	<u>\$ 12,308,342.39</u>
Net Operating Income	<u>\$ 10,477,458.56</u>
Other Income	
Total Other Income	<u>\$ 46,599.59</u>
Other Expenses	
Total Other Expenses	<u>\$ 888,651.58</u>
Net Other Income	<u>-\$ 842,051.99</u>
Net Income	<u>\$ 9,635,406.57</u>