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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

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

Meeting Date May 22, 2024

Subject Services Agreement with Nexlore, LLC

Ask of the Board Approve Services Agreement
 Ratify Services Agreement

Description of Services & Background Vendor will provide 23 days of summer programming during Summer 2024, Mondays through Fridays, every school day from 8:30 a.m. to 5:30 p.m. at Bridges Academy.

The District's 21st Century Community Learning Centers (21st CCLC), ESSER, and Expanded Learning Opportunities Program grants include Supplemental funding to support summer learning programs, operated in partnership between schools and community organizations. In order to fulfill the grant requirements, the District is contracting with community partners to provide 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: Bridges Academy.

Term Start Date: June 3, 2024
End Date: July 5, 2024

Not-To-Exceed Amount \$126,435.60

Funding Source(s) Resource 2600 – Expanded Learning Opportunities Program in the amount of \$126,435.60

Competitively Bid Yes No
If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300, list the exception(s) that applies (requires Legal approval and may require a resolution):

District In-Kind Contributions District will provide space for programs as well as staff time monitoring program compliance.

Specific Outcomes As a result of these services, students will be able to continue to catch up on lost learning from recent years and be better positioned to begin next school year.

SPSA Alignment (required if using State or Federal Funds)

Action Item included in Board Approved SPSA (no additional documentation required). If so, enter Item Number: _____

Action Item added as modification to Board Approved SPSA. If so, 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.

Attachment(s)

- Services Agreement with Nexlore, LLC
- Summer Program Plan
- Summer Budget
- RFP #22-129CSSS and Vendor Bid Materials

Waiver Attachments (if applicable)

Written confirmation of Commercial General Liability Insurance waiver

Written confirmation of Workers' Compensation Insurance waiver.

Written confirmation of Tuberculosis Screening wavier.

Written confirmation of Fingerprinting/Criminal Background Investigation waiver.

SERVICES AGREEMENT

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDER INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
 - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. 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**.
 - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
 - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
 - d. 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 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the 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.

4. **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 the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly 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 (d)—indicate whether the SERVICES were 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.

5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.

6. **Termination.** Upon termination consistent with this Paragraph (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.
 - 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 may issue the termination notice without prior 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. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. 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, which 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 may issue the termination notice without prior 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 its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
- c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM 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. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
- d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.

7. Data and Information Requests.

- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
- b. 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.

8. **Confidentiality and Data Privacy.**
 - a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS 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. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an 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.

9. **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 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.

10. **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 or VENDOR INDIVIDUALS in any reasonable 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 or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **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 3 (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.

12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.

13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (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. 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.

14. **Status.**
 - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
 - 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 understands and agrees that it and any and all VENDOR INDIVIDUALS 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 INDIVIDUALS. 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 the 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.

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, 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.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL 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.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. Commercial General Liability Insurance. 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, 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). 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL 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 a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS 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 VENDOR INDIVIDUAL 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. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or 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 a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR 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.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
 - b. VENDOR affirms, to the best of his/her/its knowledge, that 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 any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately 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 immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (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.
24. **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 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 and VENDOR INDIVIDUALS 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 and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **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 and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. 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 the 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.
 26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, 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.
 27. **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.
 28. **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.
 29. **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.

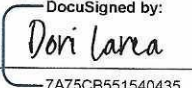
30. **No Rights in Third Parties.** This AGREEMENT does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, 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.
32. **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.
33. **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.
34. **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.
35. **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.
36. **Captions and Interpretations.** 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.
37. **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.
38. **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.
39. **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.
40. **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.
41. **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), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that 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, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

VENDOR

Name: Dori Larea Signature: 
Position: Chief Executive Officer Date: 4/15/2024

One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.

OUSD

Name: Benjamin Davis Signature: _____
Position: President, Board of Education Date: _____
 Board President (for approvals)
 Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: _____
Position: Superintendent Date: _____

Template approved as to form by OUSD Legal Department.

**SERVICES AGREEMENT
EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement.)

VENDOR: Nexplore, LLC

1. **Services.** Describe the SERVICES 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 Bridges Academy. Providers will comply with 21st Century Community Learning Centers, ESSER, and Expanded Learning Opportunities Program grant requirements.

2. **Term.**

a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

Start Date: June 3, 2024

b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

End date: July 5, 2024

3. **Compensation.**

a. The basis for payment to VENDOR shall be:

Hourly Rate: _____ per hour

Daily Rate: _____ per day

Weekly Rate: _____ per week

Monthly Rate: _____ per month

Per Student Served Rate: \$30.54 per day per student served

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

b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and 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.

Not-To-Exceed Amount: \$126,435.60

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department
 Address: 1011 Union Street, Site 946
 City, ST Zip: Oakland, CA 94607
 Phone: 510-879-5060
 Email: ousdlegal@ousd.org

VENDOR

Name/Dept: Nexplore LLC
 Address: 20241 NE 16th Place
 City, ST Zip: Miami, FL 33179
 Phone: 786-768-6111
 Email: dori@nexploreusa.com

17. **Insurance.** OUSD has waived the following insurance requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to attach such written confirmation voids any such waiver even if otherwise properly given.

- Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.
- Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** OUSD has waived the following testing and screening requirements. Written confirmation of a waiver (e.g., email from OUSD Risk Management Officer) is attached hereto. Failure to include such written confirmation voids any such waiver even if otherwise properly given.

- Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.
- Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

- Yes, the SERVICES would be able to continue as described herein.
- No, the SERVICES would not be able to continue.

OUSD Expanded Learning Summer Program Plan Full Document - 2024

Section 1: Summer Program Snapshot							
Campus Site:	Bridges Academy	Summer Principal:	Sarah Jane Kemp	What model are you supporting?	Collaborative	Grades Served:	TK-4
Lead Agency Name:	Nexplore	Site Coordinator:	Rosi Quinones	Target Summer (ADA) Average Daily Attendance:	180	Student Start Date	6/3/2024
Official Summer Learning Program Name	Bridges 2024 Summer					Student End Date	7/5/2024

Section 2: Lead Agency Assurances:	
	Please review and initial each item and sign below.
<input checked="" type="checkbox"/>	<u>DL</u> 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"/>	<u>DL</u> I understand that I am required to input my actual attendance numbers into the attendance system daily during the summer program. I will cross-check signatures on my daily sign-in/out sheets with numbers inputted to ensure that the numbers match up and are accurately report 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"/>	<u>DL</u> 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"/>	<u>DL</u> 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"/>	<u>DL</u> I understand that the summer program supported by ELO-P 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"/>	<u>DL</u> I understand OUSD Summer Programs are intended to be free programs for unduplicated students.
<input checked="" type="checkbox"/>	Name and Signature of Summer Lead Agency Director:
<input type="checkbox"/>	Dori Larea, CEO

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.

To support student, family, and community engagement, Nexlore will partner with OUSD to sponsor a family STEM night in April/May (depending on OUSD schedules/recommendations). As relevant/approved, Nexlore can circulate flyers at feeder schools, and participate in promotional events.

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:

May 9 - 4:30-5:30pm via Zoom

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 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 minimum 1:20 adult-to-student ratio 1-12th grade 10:1 for TK-1st grade).

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**

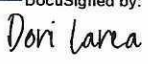
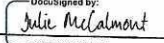
Site coordinator	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Rosi Quiñones	rosi@nexploreusa.com	Bridges	Site Director
Program Staff	Email	Current Site:	Summer Teaching assignment(s) (Grade & subject, if known)
Assistant Site Director - TBD		N/A	Assistant Site Coordinator
Instructor 1 - Sara Younis	seletr@hotmail.com	N/A	TK
Instructor 2 - Jasmine Hubbard	jasmine@nexploreusa.com	N/A	K
Instructor 3 - Wanda Smith	wandasmith5051@gmail.com	N/A	1
Instructor 4 - Genesis Muniz	genesis15.muniz@gmail.com	N/A	1
Instructor 5 - Lillian Tarango	lillian.tarango@gmail.com	N/A	2
Instructor 6 - TBD		N/A	2
Instructor 7 - Sabrena Hendricks	sassybre@aol.com	N/A	2/3/2024
Instructor 8 - Malia Prak	prakperrymalia@gmail.com	N/A	3
Instructor 9 - Donna Bradley	mekeda77@yahoo.com	N/A	3
Instructor 10 - Brisly Cruz	brislycruz83@gmail.com	N/A	4
Instructor 11 - TBD		N/A	Floater

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 **Facilities**. 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	Request to use dates	Room Number & Name of Space	# of students	Request to use dates
Room 1 - TK	10	8:30-5:30	Playground	180	8:30-5:30
Room 2 - K	10	8:30-5:30	Basketball Courts	180	8:30-5:30
Room 3 - Grade 1	20	8:30-5:30			
Room 4 - Grade 1	20	8:30-5:30			
Room 5 - Grade 2	20	8:30-5:30			
Room 6 - Grade 2	20	8:30-5:30			
Room 7 - Grade 2-3	20	8:30-5:30			
Room 8 - Grade 3	20	8:30-5:30			
Room 9 - Grade 3	20	8:30-5:30			
Room 10 - Grade 4	20	8:30-5:30			
Cafeteria	180	11:30-12:45			
Bathrooms	180	8:30-5:30			

For off-site programs, please add the address where the summer program will be held.

<p>Signature of Summer Lead Agency Director</p>	<p>DocuSigned by:  7A75CB551540435...</p> <p>4/15/2024</p>
<p>Signature of Summer Hub Site Principal</p>	<p>DocuSigned by:  303F68692CE0465</p> <p>4/16/2024</p>

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2024

Site Name:	Bridges Academy		
Site #:	778		
Lead Agency	Nexplore		
# of summer students (ADA)	180		
# of summer program days	23		
Total Grant Funds	126435.6	Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
TOTAL CONTRACTED FUNDS		\$126,435.60	\$0.00
BOOKS AND SUPPLIES			
4310	Supplies (\$70/student)	\$12,600.00	\$15,000.00
4310	Curriculum	\$6,000.00	\$2,000.00
5829	Field Trips (fees, supplies)	\$2,000.00	
	Transportation	\$0.00	
	Entry fees for field trips	\$5,400.00	
	Snacks	\$550.00	\$100.00
	Incentives	\$522.04	\$100.00
	Culminating Event supplies	\$1,220.00	\$100.00
	Staff Culture Building	\$500.00	
	Total books and supplies	\$28,792.04	\$17,300.00
CONTRACTED SERVICES			
5825	Site Coordinator (list here if CBO staff)	\$8,000.00	
5825	Program Assistant (1 staff X 9 X \$25, including prep and training time)	\$7,000.00	
5825	Program Staff (11 instructors x 8 hours/day x \$22.50/hour + including prep and training time)	\$60,000.00	
5825	Enrichment Facilitators	\$0.00	
5825	Subcontractors (please list each specific subcontracting agency)	\$0.00	
5825	Professional Development (13 staff x 20 hours x \$25)	\$6,500.00	
5825	Employee benefits (projected bonuses)	\$1,500.00	\$1,000.00
5825	Nexplore Program Success Manager	\$2,000.00	\$2,000.00
5825	Total services	\$85,000.00	\$3,000.00
IN-KIND DIRECT SERVICES			

	Family STEAM Night	\$2,500.00	\$1,000.00
	Total value of in-kind direct services	\$2,500.00	\$1,000.00
SUBTOTALS			
	Subtotals DIRECT SERVICE	\$113,792.04	\$21,300.00
	Allowable lead agency admin (at 10% of contracted funds or less)	\$12,643.56	
TOTALS			
	Total budgeted per column	\$126,435.60	\$21,300.00
	BALANCE remaining to allocate	\$0.00	-\$21,300.00

Lead Agency: Dori Larea Date: 3/15/2024

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.



Statement of Qualification

As a national educational enrichment provider with over 7 years experience offering 45+ enrichment programs at over 700 sites in 8 states, Nexplore is uniquely qualified to provide concurrent programming at OUSD. Nexplore has the qualified staff, experience, curriculum, learning materials, and industry knowledge to deliver high-volume, quality services at multiple sites simultaneously. Our experience serving K-12 students across various geographic, socioeconomic, racially diverse and marginalized communities positions us to substantially support OUSD's enrichment goals. Nexplore confirms that it is financially able to offer services and may provide a financial report upon request.

Since its inception, Nexplore has worked in communities represented by diverse populations of race, color, and socioeconomic status. Our programs are fully adaptable to the needs of the diverse children and families we serve. Nexplore models the theory of learning through fun and exploration, which is inclusive of all demographic and socio-economic populations. We have significant experience with communities in historically Black/Latinx neighborhoods of Miami, Broward, and Palm Beach Counties in Florida, the Bay Area, San Leandro and Oakland Unified School Districts in California, and in Denver, Colorado. We work closely with various school districts' Expanded Learning Departments across the country and several grant-funded organizations, such as 21st Century Community Learning Centers (21st CCLC) who contract with Nexplore to provide specialized services for their students. Amongst numerous other school/city offerings, we have partnerships serving over 50,000 K-12 student populations, including:

- San Leandro USD Expanded Learning Department (CA)
- Hayward USD, CA Expanded Learning Department (CA)
- Amador USD, CA Expanded Learning Department (CA)
- Oakland USD, CA Expanded Learning Department (CA)
- Campbell Union USD Expanded Learning Department (CA)
- Pomona USD Expanded Learning Department (CA)
- The Department of Equity & Diversity 21st Century Community Learning Center of Broward County (FL)



- YMCA of South Florida (FL)
- Hialeah City (FL)

We prioritize hiring high-quality instructors who see themselves as lifelong learners, express passion for learning new skills, and relate to our joy-based teaching philosophy. We recruit candidates who enjoy working with youth and take pride in their work. Our leadership team provides ongoing support and communication with all stakeholders ensuring program success across sites.

Our Leadership Team

Dori Larea, CEO – Dori is the owner and founder of Nexlore. He holds an M.A. degree in Educational Management and Leadership from the University of Tel Aviv, Israel. His vision is to spread the joy of learning by helping children explore their aptitude, follow their passion, and develop a culture of thinking through game-play. Upon his arrival to the United States, Dori has successfully implemented Nexlore’s programs at over 400 schools in 8 states and growing.

Claire Finders, Program Manager - Claire is Nexlore’s Program Manager and supports building operational infrastructure supporting organizational success. With a background in Special Education and School Leadership, Claire holds an M.S. in Teaching from Pace University in New York, NY and an M.A. in Educational Leadership & Policy from University of Washington in Seattle, WA. She is committed to collaborating and supporting Nexlore’s teams to spread the joy of learning and provide equitable, excellent service across the nation.



August 14, 2023

To whom it may concern:

Nexplore will meet the following requirements:

A.) All Nexplore employees, volunteers, and agents that work at OUSD have passed fingerprint review by the Department of Justice (DOJ) and FBI and have met all TB Testing requirements.

B.) Nexplore will include ATI Numbers (from fingerprinting) on all invoices submitted to OUSD.

C.) Proof of fingerprint passage and TB Test passage of persons working at OUSD will be available to OUSD upon demand.

Sincerely,

A handwritten signature in black ink, appearing to read "Dori Larea", with a horizontal line underneath.

Dori Larea

CEO

786.768.6111

dori@nexploreusa.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2023

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 Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Amanda Sullivan PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Ins Company INSURER B : Technology Insurance Co. INSURER C : Markel American Insurance Co INSURER D : INSURER E : INSURER F :
INSURED Nexlore Nexlore LLC; Nexlore USA; Nexlore Franchise Group LLC, Mind Lad South Florida dba: Nexlore 20241 NE 16th Place Miami, FL 33179	NAIC # 42376 28932

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 2**

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 OTHER:	X		PHPK2623883	12/26/2023	12/26/2024	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 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2623883	12/26/2023	12/26/2024	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			PHUB889234	12/26/2023	12/26/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
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	N/A	TWC4305677	9/23/2023	9/23/2024	<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
C	Accident			AMM2609-04	12/7/2023	12/7/2024	Aggregate 250,000
A	Sexual Abuse			PHPK2623883	12/26/2023	12/26/2024	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Sexual Abuse coverage is under the Abusive Conduct Policy Limit.

The certificate regarding coverage for Nexlore LLC is issued to the certificate holder in regard to:

Oakland Unified School District is additional insured with respect to Genera Liability as required by written contract.

Sports & Recreation Professional Liability included in General Liability Limits

CERTIFICATE HOLDER Oakland Unified School District Attn: Risk Management 1011 Union Street, , Site 987 Oakland, CA 94607	CANCELLATION 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 
---	--

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.**CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words “we,” “us” and “our” refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense	\$25,000
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II. CONDITIONS**A. Applicability of Coverage**

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. We will reimburse you for “crisis management emergency response expenses” incurred because of an “incident” giving rise to a “crisis” to which this insurance applies. The amount of such reimbursement is limited as described in Section **II. CONDITIONS, B. Limits of Liability or Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

B. We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the “crisis” was initiated.

IV. DEFINITIONS

- A.** “Crisis” means the public announcement that an “incident” occurred on your premises or at an event sponsored by you.
- B.** “Crisis management emergency response expenses” mean those expenses incurred for services provided by a “crisis management firm.” However, “crisis management emergency response expenses” shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall “crisis management emergency response expenses” include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- C.** “Crisis management firm” means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- D.** “Incident” means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.
- E.** “Serious bodily injury” means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

POLICY NUMBER: PHUB889234



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY DECLARATIONS

Philadelphia Indemnity Insurance Company	2494 Riemer Insurance Group Inc. PO Box 250 217 E Hallandale Beach Blvd Hallandale Beach, FL 33008 (954) 454-3145
NAMED INSURED: Nexplore; Nexplore LLC Nexplore USA	
MAILING ADDRESS: 20241 NE 16th Pl Miami, FL 33179-2719	
POLICY PERIOD: FROM <u>12/26/2023</u> TO <u>12/26/2024</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ <u>5,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>5,000,000</u> Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ <u>5,000,000</u>
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ <u>5,000,000</u>

RETAINED LIMIT	
RETAINED LIMIT:	\$ <u>10,000</u>

POLICY NUMBER: PHUB889234

PREMIUM	
PREMIUM SUBTOTAL	\$ 2,523.00
STATE TAXES, FEES, SURCHARGES (if applicable)	\$ 42.89
PREMIUM TOTAL (including Taxes, Fees, Surcharges)	\$ 2,565.89
AUDIT PERIOD:	<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	<u>LLC</u>
BUSINESS DESCRIPTION:	<u>Amateur Sports Arenas Umbrella</u>

ENDORSEMENTS ATTACHED TO THIS POLICY	
SEE ATTACHED SCHEDULE	
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POLICY NUMBER: PHUB889234

SCHEDULE OF UNDERLYING INSURANCE	
Employers' Liability	
Company:	
Policy Number:	
Policy Period:	
Minimum Applicable Limits	
Bodily injury by accident	\$ _____ Each Accident
Bodily injury by disease	\$ _____ Each Employee
Bodily injury by disease	\$ _____ Policy Limit
Commercial General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	<u>Philadelphia Indemnity Insurance Company</u>
Policy Number:	<u>PHPK2623883</u>
Policy Period:	<u>12/26/2023 12/26/2024</u>
Retroactive Date:	<u>Not Applicable</u>
Minimum Applicable Limits:	
General Aggregate	\$ <u>3,000,000</u>
Products-Completed Operations Aggregate	\$ <u>3,000,000</u>
Personal And Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence	\$ <u>1,000,000</u>
Commercial Auto Liability	
Company:	
Policy Number:	
Policy Period:	
Minimum Applicable Limits	
Garage Aggregate Limit For Other Than Autos (if applicable)	\$ _____
Each Accident	\$ _____
Professional Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made	
Company:	
Policy Number:	
Policy Period:	
Retroactive Date:	
Minimum Applicable Limits	
_____	\$ _____
_____	\$ _____

POLICY NUMBER: PHUB889234

<p>Employee Benefits Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Abusive Conduct Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Directors & Officers Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>
<p>Liquor Liability</p> <p>Company: _____</p> <p>Policy Number: _____</p> <p>Policy Period: _____</p> <p>Retroactive Date: _____</p> <p>Minimum Applicable Limits</p> <p>_____ \$ _____</p> <p>_____ \$ _____</p>	<p><input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-Made</p>

POLICY NUMBER: PHUB889234

Watercraft Liability	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made
Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$ _____	
_____	\$ _____	
Other Coverages Not Included in Above	<input type="checkbox"/> Occurrence	<input type="checkbox"/> Claims-Made

Company: _____		
Policy Number: _____		
Policy Period: _____		
Retroactive Date: _____		
Minimum Applicable Limits		
_____	\$ _____	
_____	\$ _____	

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



John W. Glomb, Jr.
President & CEO



Secretary

CYBER SECURITY LIABILITY ENDORSEMENT

NOTICE: INSURING AGREEMENTS B. AND C. INCLUDE CLAIMS MADE AND REPORTED COVERAGE. CLAIMS MADE AND REPORTED COVERAGE REQUIRES CLAIMS TO BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

CLAIM EXPENSES ARE INCLUDED WITHIN THE APPLICABLE LIMIT OF INSURANCE SHOWN ON THE SCHEDULE ANY CLAIM EXPENSES PAID UNDER THIS COVERAGE FORM WILL REDUCE THE APPLICABLE LIMITS OF INSURANCE AND MAY EXHAUST THEM COMPLETELY.

PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements and information furnished to us including all statements made in the application, its attachments and the material incorporated therein, which are incorporated herein and deemed to be a part of this policy, we agree as follows:

SCHEDULE

INSURING AGREEMENTS	
A. Security Event Costs	\$ 25,000 Each Security Event
B. Network Security and Privacy Liability Coverage	\$ 25,000 Each Claim
C. Employee Privacy Liability Coverage	\$ 25,000 Each Claim
D. Customer Notification Expenses Sublimit	\$ 15,000 Each Security Event
E. Public Relations Expenses Sublimit	\$ 15,000 Each Security Event
CYBER SECURITY ENDORSEMENT AGGREGATE LIMIT OF INSURANCE	\$ 25,000 All Loss
THIS ENDORSEMENT IS SUBJECT TO THE AGGREGATE LIMIT SHOWN IN THE DECLARATIONS OF THE FOLLOWING COVERAGE PART:	
COVERAGE PART: <u>General Liability</u>	
AGGREGATE LIMIT: \$ <u>3,000,000</u>	

I. Deductibles (applicable only to the following)

INSURING AGREEMENTS	DEDUCTIBLE
A. Security Event Costs	\$ 2,500 Each Security Event
B. Network Security and Privacy Liability Coverage	\$ 2,500 Each Claim

C. Employee Privacy Liability Coverage	\$ 2,500 Each Claim
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II. Continuity and Retroactive Dates

INSURING AGREEMENTS	CONTINUITY DATE	RETROACTIVE DATE
A. Security Event Costs	N/A	12/26/2021
B. Network Security and Privacy Liability Coverage	12/26/2021	12/26/2021
C. Employee Privacy Liability Coverage	12/26/2021	12/26/2021

Unless otherwise stated, the terms and conditions of this endorsement apply only to the coverage provided by this endorsement.

Throughout this endorsement the words "you" and "your" refer to the **Named Insured**. The words "we," "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in bold face type have a special meaning found in Section **III. DEFINITIONS**.

Various provisions in this endorsement restrict coverage. Read the entire endorsement carefully to determine **your** rights, duties and what is and is not covered.

We will provide coverage only for those insuring agreements for which a premium has been paid as indicated in the **SCHEDULE** to this endorsement. Our obligation to provide coverage ends when the applicable limit of insurance has been paid.

I. INSURING AGREEMENTS

A. Security Event Costs

We will reimburse you for **security event costs** incurred that are the direct result of a **security breach, privacy breach**, or breach of **privacy regulations** if:

1. the breach first happens after the applicable **retroactive date**;
2. the breach is first discovered by a **knowledgeable person** during the **policy period** and reported to us as soon as practicable but no later than 60 days after the end of the **policy period**; and

3. the breach involves a violation of a statute, rule, or regulation or your failure to provide required notice to affected individuals pursuant to a consent decree, judgment or settlement entered into with our prior written consent.

B. Network Security and Privacy Liability Coverage

We will pay **damages** you are legally obligated to pay and **claim expenses** incurred as a result of a **security breach** or **privacy breach** if:

1. the breach first happens after the applicable **retroactive date**;
2. the **claim** resulting from the breach is first made during the **policy period** and reported to us within 60 days after the end of the **policy period**.

C. Employee Privacy Liability Coverage

We will pay **damages** you are legally obligated to pay and **claim expenses** incurred as a result of injury to your **employee** caused by a **privacy breach** or the breach of **privacy regulations** if:

1. the breach first happens after the applicable **retroactive date**; and
2. the **claim** resulting from the breach is first made during the **policy period** and reported to us within 60 days after the end of the **policy period**.

II. INVESTIGATION, DEFENSE AND SETTLEMENT

A. Our Right to Investigate, Defend and Settle

1. We have the right to retain counsel to investigate and respond to a **security breach, privacy breach**, or breach of **privacy regulations** covered by this endorsement.
2. We have the right and duty to retain counsel to defend a **claim** or suit seeking to recover **damages** covered by this endorsement. If we are prohibited by applicable law from exercising our right to defend we will pay **reasonable and necessary legal fees**.
3. We have no duty to retain counsel, defend or pay any **loss** after the applicable limit of liability has been paid.

III. DEFINITIONS

The following definitions apply to the singular and plural forms of the words or terms:

- A. **Adverse media report** means a broadcast or publication to the general public of a **newsworthy event**.
- B. **Bodily injury** means physical injury, sickness, disease, disability, mental anguish, mental injury or emotional distress sustained by a person, including death resulting therefrom at any time.
- C. **Claim** means a written demand received by you for **damages** or **non-monetary relief**, including the service of suit, an arbitration demand, an investigation or proceeding brought by a State's Attorney General or an enforcement action brought by the Federal Trade Commission to protect the privacy rights of consumers that results from a **security breach**, **privacy breach**, or breach of **privacy regulations**.
- D. **Claim expenses** mean:
 - 1. **Reasonable and necessary legal fees**;
 - 2. expenses incurred in the investigation, adjustment, defense, resolution or appeal of a **claim** or circumstances a **knowledgeable person** reasonably believes are likely to result in a **claim**; and
 - 3. the premium required to post a bond to appeal a judgment that is within the applicable limit of liability.
- E. **Computer hardware** means the physical components of any **computer system** including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.
- F. **Computer program(s)** means an organized set of instructions that, when executed, causes a computer to behave in a predetermined manner. **Computer program(s)** include but are not limited to communications, networking, operating system, and internet hosting applications, data processing and related computer programs used to create, maintain, modify, process, retrieve, store, and/or transmit **electronic data**.
- G. **Computer system** means an electronic, wireless, web or similar systems (including all **computer hardware**, **computer programs** and **electronic data**) used

to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by you or operated by an authorized independent contractor.

- H. Continuity date** means the dates set forth as such in the **SCHEDULE** applicable to the relevant insuring agreement.
- I. Corporate Information breach** means public disclosure of an organization's non-public information that:
1. is in your care, custody or control; and
 2. was provided to you under a written confidentiality/non-disclosure agreement.
- J. Credit protection services** means free credit report, identity theft protection services, credit monitoring services, credit freezes or fraud alerts provided to the affected individuals as appropriate. We will pay only pay for the reasonable and necessary costs and expenses incurred in providing **Credit protection services** to an affected individual for a period of twelve (12) months beginning on the date of your discovery of the **security breach** or **privacy breach**, unless a longer period is required by a statute, rule, regulation, or agreement entered into with our prior written consent.
- K. Customer notification expenses** means expenses you are obligated to incur to comply with state or federal privacy legislation mandating notification in the event of the actual or suspected **unauthorized access** by a third party to non-public personal, financial or medical information of an individual. **Customer notification expenses** include postage and other expenses you incur to provide the required notification but do not include **public relations expenses** or amounts paid to a consultant or for vendor services.
- L. Damages** means a monetary judgment, award, or settlement, including punitive damages or exemplary damages where not prohibited by any potentially applicable law. Punitive Damages are uninsurable in the state of Florida.

Damages does not mean:

1. multiplied damage awards, fines, taxes, sanctions, statutory penalties, or attorneys fees whether imposed by law, court or otherwise.
2. future profits, restitution, or disgorgement of profits or lost income; or the cost to comply with orders granting injunctive relief, including specific performance, or any agreement to provide such relief;

3. Return, reduction, loss, restitution or offset of fees, charges, royalties, lost profits or commissions for goods or services already provided or contracted to be provided;
 4. Liquidated damages, fines or penalties owed under the terms of a contract, judgment, consent decree or settlement;
 5. Any amount that may be deemed uninsurable under the law pursuant to which this policy may be construed;
 6. Costs or expenses incurred to comply with injunctive, non-monetary or declaratory relief including specific performance or any agreement to provide such relief;
 7. Costs or expenses incurred to convert, re-perform or complete any work;
or
 8. Discounts, coupons, refunds or other incentives offered to your customers or clients.
- M. Denial of service** means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **digital assets**.
- N. Digital assets** mean **electronic data** and **computer programs** that exist in a **computer system**. **Digital assets** do not include **computer hardware**.
- O. Electronic data** means machine-readable information that exists in a **computer system**, including but not limited to your business information and customer information, other than **computer programs**.
- P. Electronic media** means floppy disks, CD ROM's, hard drives, magnetic tapes, magnetic discs, or any other media on which **electronic data** is recorded or stored.
- Q. Employee(s)** means any individual in your service, including any part-time, seasonal, and temporary **employee**, who is compensated by salary, wages, fees or commissions and whom you have the right to direct and control, but excluding any of your partners, officers or directors. **Employee(s)** also include leased workers and independent contractors while acting on your behalf who you have agreed to indemnify in a written contract. **Employee(s)** also includes volunteers and un-paid interns in your service while performing duties equivalent to those of an employee, who have signed your **privacy policy**.
- R. Endorsement aggregate limit** means the ENDORSEMENT AGGREGATE LIMIT OF INSURANCE for this policy set forth in the **SCHEDULE**.

- S. Insured** means the **Named Insured** and a Director or Officer of a Named Insured for liability that results from his or her performance of the duties owed to the **Named Insured**.
- T. Knowledgeable person** means your Managing Partner, President, Executive Director, Chairman, Chief Information Officer, Chief Technology Officer, Chief Security Officer, Risk Manager, General Counsel or a person holding a similar position.
- U. Knowingly wrongful conduct** means dishonest, fraudulent, criminal or malicious act, error or omission, or any intentional or knowing violation of the law, or gaining of any profit or advantage to which an **insured** is not legally entitled;
- V. Loss** means all amounts we are obligated to pay under this endorsement and includes **claim expenses**. **Loss** does not mean and we have no duty to pay or reimburse you for:
1. Restoring, updating or replacing **digital assets**;
 2. Physical damage to the **computer hardware** or data center
 3. Contractual penalties, liquidated or consequential damages, except those penalties or damages that the **insured** would be liable for in the absence of a contract or agreement;
 4. Economic or market value of **digital assets**; or
 5. Costs or expenses incurred to repair, restore, remediate, replace, reprogram, redesign, reconfigure, maintain, identify, patch, remove, or eradicate software program errors or **computer system** vulnerabilities; or to restore the **computer system**.
- W. Malicious code** means unauthorized and corrupting or harmful computer code, including not limited to computer viruses, spy ware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.
- X. Named Insured** means the entity or entities identified in Item One of the Declarations to this Policy or in this endorsement as a Named **Insured**.
- Y. Non-monetary relief** means a written demand for non-economic redress of an injury.
- Z. Newsworthy event** means an actual or potential **privacy breach, security breach**, or violation of **privacy regulations** that has or is reasonably likely to be publicized to the general public through a media outlet.

AA. Personally identifiable information means any individual's name in combination with any one or more of the following, whether in electronic or paper format:

1. Social security number;
2. Driver's license number or any other state identification number;
3. Non-public medical or healthcare data including protected health information;
4. Any account number, or credit or debit card number in combination with any required password, access or other security code that would permit access to the financial account;
5. Non-public personal information as defined in any **privacy regulation**; or
6. An animal's name in combination with veterinary records or details of services deemed confidential under applicable law.

BB. Policy period means the period of time from the effective date to the expiration date specified in the Declarations of the policy to which this endorsement is attached

CC. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

DD. Privacy breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of your **privacy policy**, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy breach will also include a **corporate information breach**.

EE. Privacy policy means your policies in written or electronic form that govern the collection, dissemination, confidentiality, integrity, accuracy or availability of **personally identifiable information** provided to your **employees** or third parties.

FF. Privacy regulations mean statutes and regulations designed and intended to protect the confidentiality and use of **personally identifiable information** including:

1. Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

2. Gramm-Leach-Bliley Act of 1999 (“G-L-B”);
3. Privacy protection laws enacted by state governments, like the California Database Protection Act of 2003, to control access to and the use of **personally identifiable information**;
5. Privacy provisions of consumer protection laws, such as the Federal Fair Credit Reporting Act (“FCRA”) and the California Consumer Credit Reporting Agencies Act (“CC CRAA”);
6. Children’s Online Privacy Protection Act;
7. EU Data Protection Act; and
8. Any alleged violation of law regarding the confidentiality of animal records

GG. Professional services means those acts or services requiring specialized knowledge, skill or professional judgment, which you render, or for which any person or entity renders on your behalf, to others pursuant to a written agreement and for a fee or other consideration.

Professional services do not include an **insured’s** obligation to maintain the confidentiality of **personally identifiable information**.

HH. Property damage means physical injury to tangible property, including all resulting loss of use of such property or loss of use of tangible property that is not physically injured.

II. Public relations expenses, means the reasonable and necessary expenses you incur to re-establish your reputation or public image that was damaged as a direct result of **security breach, privacy breach, or breach of a privacy regulation**.

Public relations expenses do not include **customer notification expenses**.

JJ. Reasonable and necessary legal fees means amounts incurred to obtain required legal services for rates that are no higher than the rates we would pay to qualified counsel in the region where the breach occurred or the **claim** is pending.

KK. Related claims means **claims** that arise out of a **security breach, privacy breach, or breach of privacy regulation** that share any causal connection.

LL. Retroactive date means those dates as set forth in the **SCHEDULE**

MM. Security breach means:

1. **Unauthorized access** of your **computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from your **computer system**;
2. A **denial of service** attack against your **computer systems**; or
3. Infection of your **computer systems** by **malicious code** or transmission of **malicious code** from your **computer systems**.

A series of continuing **security breaches**, related or repeated **security breaches**, or multiple **security breaches** resulting from a failure(s) of computer security, shall be considered a single **security breach** and be deemed to have occurred at the time of the first such **security breach**.

NN. Security event costs means:

1. **Reasonable and necessary legal fees**;
2. Reasonable and necessary costs and expenses you incur in providing the notification required by statutes, rule or regulations, or which you incur to comply with the terms of a judgment, consent decree, settlement, or other legal obligation, including a regulatory fine or penalty where required by law;
3. Computer forensic costs of outside experts retained to determine the scope, cause, or extent of any theft or unauthorized disclosure of information, but such expenses do not include amounts paid to or incurred by an **insured** or **employees**;
4. Amounts paid to obtain **credit protection services** for individuals affected by the **security breach**;
5. Expenses incurred to mitigate harm to your brand or reputation following an **adverse media report**;
6. **Customer notification expenses**, but only if an amount is shown in the **SCHEDULE** for the Customer Notification Expenses Aggregate Sublimit; and
7. **Public relations expenses**, but only if an amount is shown in the **SCHEDULE** for Public Relations Expenses Aggregate Sublimit

OO. Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

PP. Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

IV. EXCLUSIONS

This endorsement does not provide coverage for any **Loss** arising out of or attributable, directly or indirectly, to:

- A. Any failure, outages, or disruption of power, utility services, satellites, or telecommunications external services not under your direct operational control, including electrical disturbances, surge, brownout, or blackout;
- B. Any seizure, destruction or damage to, or loss of use of, the **computer system** or **electronic data** arising out of any action of a governmental authority, including any delay caused by the restrictions or requirements imposed by any governmental authority;
- C. Fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God, or any other physical event or peril, unless explicitly covered under this policy;
- D. Failure to ensure that the **computer system** is reasonably protected by security practices and systems maintenance procedures;
- E. Any **loss**, circumstance, act, error, or omission committed prior to the inception date, if on or before the inception date of this policy a **knowledgeable person** knew or could reasonably have foreseen such circumstance, act, error, or omission may be the basis of any **loss** under the Insuring Agreements or **covered cause of loss**;
- F. Any loss or circumstance you previously provided notification of to a prior insurer;
- G. Any strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder, defend, control, prevent or suppress any of the foregoing;
- H. Any discharge, dispersal, release or escape of any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, dust, fibers, spores, fungi, germs, soot, fumes, asbestos, acids, alkalis and waste (including but not limited to, materials to be recycled, reconditioned or reclaimed materials) into or upon land, the atmosphere or any water-course or body of water or any cost or expense arising out of any direction, request or voluntary action to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **pollutants**;
- I. Ordinary wear and tear or gradual deterioration of the **computer system** or **digital assets**;

- J. Any actual or alleged **bodily injury**; provided, however, that this exclusion shall not apply to mental injury, mental anguish or emotional distress with respect to any otherwise covered **claim** under Insuring Agreements **B. Network Security and Privacy Liability Coverage** or **C. Employee Privacy Liability Coverage**;
- K. Infringement, misappropriation or violation of any patent, copyright, trademark, service mark, trade dress, trade name, or other intellectual property right;
- L. Any employment practices or discrimination against or harassment of any person or entity on any basis, including but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, marital status, sexual orientation or pregnancy;
- M. The rendering of or failure to render **professional services**;
- N. Any **knowingly wrongful conduct** on the part of an **insured**, however, we will pay **claim expenses** incurred before a determination is made that the wrongful conduct occurred as evidenced by a finding of fact, judgment, admission, plea of nolo contendere or no contest;
- O. Any guarantee, representation or promise you make relating to contract price, costs, cost savings, return on investment or profitability, including your failure to meet cost guarantees, representations or contract price;
- P. Any contractual liability or obligation or any breach of any contract, including any liability of others assumed by you, unless such liability would have attached to you even in the absence of such contract;
- Q. Any failure to effect or maintain any insurance or bond;
- R. Any violation of the Securities Exchange Act of 1933 as amended, the Securities Exchange Act of 1934 as amended, any state Blue Sky or Securities Law or rules, regulations or amendments issued in relation to such acts, or any similar state, federal or foreign statutes or regulations;
- S. Any **claim** brought by, on behalf of, or at the behest of, or for the benefit of any **insured**;
- T. Any pending or prior litigation as of the **continuity date** of this endorsement as well as all future **claims** or litigation based on the prior litigation derived from the same or essentially the same facts (actual or alleged) that gave rise to the prior or pending litigation;
- U. Any act committed prior to the **policy period** and subsequent to the **retroactive date** for which you gave notice under any prior insurance policy or which any

knowledgeable person had any basis to believe might reasonably be expected to give rise to a **claim** under this endorsement;

- V. Any unsolicited electronic dissemination of faxes, emails, or other communications to multiple actual or prospective customers by you or any other third party, including actual or alleged violations of:
 1. The Telephone Consumer Protection Act (TCPA) as amended;
 2. The CAN-SPAM Act of 2003 as amended; or
 3. Any other federal, state or foreign anti-spam or telemarketing statute;
- W. Any express warranties or guarantees or any liability you assume under contract unless you would have been legally liable in the absence of such contract;
- X. Any dispute involving your fees or charges, or for any alleged inaccurate, inadequate or incomplete description of the price of your goods, products or services; or
- Y. Any actual or alleged gambling, contest, lottery, promotional game or other game of chance.

V. POLICY TERMS AND CONDITIONS

A. Limits of Insurance

1. We shall not be liable for more than the **endorsement aggregate limit** shown in the **SCHEDULE** during a **policy period**. The **endorsement aggregate limit** shown the **SCHEDULE** is the most we will pay for all **loss** under this endorsement. The **endorsement aggregate limit** applies without regard to the number of: **security breaches; privacy breaches; breaches of privacy regulations; claims;** or claimants.
2. Any sub-limits shown in the **SCHEDULE** are part of, subject to, included within, and do not increase, the **endorsement aggregate limit**. The limits shown the **SCHEDULE** for each individual Insuring Agreement is the most we will pay for **loss** under that Insuring Agreement.
3. The Customer Notification Expenses Aggregate Sublimit set forth in the **SCHEDULE** is the most we will pay for **customer notification expenses** under this endorsement.
4. The Public Relations Expenses Aggregate Sublimit set forth in the **SCHEDULE** is the most we will pay for **public relations expenses** under this endorsement.

5. All **loss** resulting from, **related claims** is subject to the applicable each **claim** limit of liability in the policy in effect at the time the earliest of the **related claims** was reported.
6. The **endorsement aggregate limit** shall be part of, subject to, and not in addition to, the Aggregate Limit of Liability set forth in the Declarations of the policy to which this endorsement is attached.

B. Deductible

1. We shall be liable only for **loss** or **claim** in excess of the applicable deductible shown in the **SCHEDULE**. The deductible applies separately to each **security event** or **claim**.
2. We have no obligation to pay **loss** until the deductible has been paid.

C. In Case of Loss

1. If a **knowledgeable person** has information from which it may be reasonably concluded that a **security breach, privacy breach, or breach of privacy regulations** has occurred written notice must be provided to us as soon as practicable, but in no event later than 60 days after the end of the **policy period**.
2. No coverage is provided under this endorsement for any **loss** paid or incurred or settlement entered into without our prior written consent, which will not be unreasonably withheld. This consent requirement can be waived, at our sole discretion, if we determine that it was not possible for the **insured** to obtain our consent and the **loss** was paid or incurred to mitigate **loss**.
3. You must provide evidence of the **loss** for which you are seeking coverage under this endorsement. You must provide detailed proof of all circumstances leading to the **loss** event, including the **loss** amount justification, as soon as practicable, but under no circumstances later than sixty (60) days after the **loss** event. You will provide us with details of the **loss**, threat or failure, including a description of the incident and as applicable, a description of the equipment involved, system logs, security logs, statements from outside experts or consultants, and a description of the **digital assets** involved.
4. You must take all reasonable steps to protect the **computer system** to prevent additional **loss** or damage. These reasonable steps include taking all necessary and reasonable measures to ensure that all traces of **malicious code** have been removed prior to using the **computer system**. Any additional loss resulting from the original **malicious code** will be subject to a separate deductible, which will be one hundred and fifty percent (150%) of the original deductible.

5. It is your sole responsibility to report the **loss** to any applicable governmental authorities, if appropriate.
6. To recover **loss** under Insuring Agreement A, you must complete and submit to us a signed Final Statement of Loss, in written or electronic form. Unless we agree to an extension the Final Statement of Loss must be submitted within one hundred and twenty (120) days after the **security breach, privacy breach** or breach of **privacy regulations** is discovered by a **knowledgeable person** and must include completed description of the circumstances that resulted in the **loss** and a calculation of the **loss**. The Final Statement of Loss must be duly sworn to by your Chief Financial Officer or by another officer of equal authority.
7. You must provide us all information and assistance that we reasonably request and cooperate with us and our designated representatives in the investigation and adjustment of any **loss** and the defense or resolution of any **claim**. Once we pay the adjusted covered **loss**, receipt of reimbursement will constitute a full release of our liability under this endorsement.

D. Subrogation, Salvage and Recoveries

It is agreed that upon payment of any **loss** or **claim** under this endorsement, we shall become subrogated to all your rights, title, interest and causes of action with respect to such **loss** or **claim**. You must do nothing after **loss** or **claim** to impair those rights.

In the case of recovery after payment for any **loss** or **claim** under this endorsement, the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding your own labor or establishment costs, shall be applied in the following order:

1. To reimburse you in full for the part, if any, of such **loss** or **claim** that exceeds the amount of **loss** or **claim** paid under this endorsement (excluding the amount of any applicable deductible);
2. The balance if any, or the entire net recovery if no part of such **loss** or **claim** exceeds the amount of **loss** or **claim** paid under this endorsement to reimburse us;
3. To that part of such **loss** or **claim** you sustained by reason of the Deductible shown in the **SCHEDULE** and/or to that part of such **loss** or **claim** is covered by any policy(ies) of insurance to which this endorsement is excess.

E. Other Insurance

Except for **customer notification expenses** and **public relations expenses**, coverage provided under this endorsement shall be excess of any valid and collectible insurance provided to you by other insurers.

Customer notification expenses and **public relations expenses** shall be considered primary insurance under this endorsement.

F. Headings

The descriptions in the headings of this endorsement attached hereto are solely for convenience, and form no part of the terms and conditions of coverage.

G. Coordination Among Insuring Agreements

Coverage exists only for those Insuring Agreements designated as included in the **SCHEDULE** and for which a premium was paid. Each Insuring Agreement contains terms which limit coverage.

In the event that **loss** is covered by Insuring Agreement B. and C. we will not pay more than the lesser of the actual **loss** or the highest available Limit of Liability. In no event will we be required to pay more than the **endorsement aggregate limit** identified in the **SCHEDULE**.

If coverage is provided under more than one Insuring Agreement for the same **claim** or loss, the maximum applicable deductible shall be the highest applicable deductible that applies under any Insuring Agreement providing coverage.

In the event that **loss** is covered by more than one Insuring Agreement **of** the endorsement, the policy to which it is attached or any other policy issued by us we will not pay more than the lesser of the actual **loss** or the highest available Limit of Liability of the applicable Insuring Agreement or policy.

H. Extended Reporting Periods – Applicable to Insuring Agreements B and C.

1. If we or you cancel or refuse to renew this endorsement for reasons other than non-payment of premium, we will provide to you a sixty (60) day Automatic Extension of the coverage granted by this endorsement, at no additional charge, for any **claim** first made against you and reported to us during the sixty (60) day extension period but only as respects acts, errors or omissions committed after the **retroactive date** (if any) stated in the **SCHEDULE** and prior to the date of cancellation or non-renewal. In the event you purchase replacement coverage for this endorsement or a Supplemental Extended Reporting Period under 2. below, said sixty (60) day Automatic Extension period will terminate upon the effective date of said replacement coverage or extended reporting period.

2. If we or you cancel or refuse to renew this endorsement for reasons other than non-payment of premium, you shall have the right to purchase an optional Supplemental Extended Reporting Period for twelve months (12) for 100% of the expiring annual premium; twenty-four months (24) for 125% of the expiring annual premium; thirty-six months (36) for 150% of the annual expiring premium; forty-eight months (48) for 175% of the expiring annual premium; sixty months (60) for 200% of the expiring annual premium; seventy-two months (72) for 225% of the expiring annual premium. This extension will provide coverage granted by this endorsement for any claim first made against you and reported to us during the Supplemental Extended Reporting Period. This Supplemental Extended Reporting Period only applies to acts, errors or omissions committed after the **retroactive date** (if any) stated in the **SCHEDULE** and prior to the date of cancellation or non-renewal. You must apply for this extension in writing accompanied by payment of the appropriate premium prior to the expiration of the sixty (60) day Automatic Extension period under 1. above, such premium for the Supplemental Extended Reporting Period shall be fully earned at inception.

3. Terms and Conditions of Basic and Supplemental Extended Reporting Period

- a. At policy renewal, our offer of a different premium, deductible, limit of insurance, or change in policy language shall not constitute non-renewal for the purposes of granting the optional extended reporting period.
- b. The right to the extended reporting period shall not be available to you when cancellation or non-renewal is due to non-payment of premium.
- c. The limit of insurance for the extended reporting period shall be part of, and not in addition to, our limit of insurance for the **policy period**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO A SPECIFIED EVENT AND EVENT DATE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to “bodily injury”, “property damage” or “personal and advertising injury” occurring only during the specified events and specified event dates listed in the schedule below.

Schedule

Specified Event	Specified Event Dates	
	Start Date	Finish Date
Those Zumba operations, activities and events that are sanctioned by the Named Insured.	12/26/2023	12/26/2024
Those Misc Camps through Pomona Unified School District Program.	12/26/2023	12/26/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LEGAL LIABILITY – ACCIDENT MEDICAL WARRANTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Catastrophic Medical Insurance

Limits no less than: \$ 25,000

Specified Athletic Activity:

Zumba

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- A. In order for there to be coverage for “bodily injury” to “player participants,” hereafter referred to as “Participant Legal Liability” coverage under this policy, Catastrophic Medical Insurance for the specified athletic activity and at no less than the limit shown in the Schedule above must be in full force and effect at the time of the “occurrence” giving rise to a claim under this policy. Failure to maintain coverage on all “player participants” in the Specified Athletic Activity shown in the Schedule above will fully void “participant legal liability” coverage with respect to any “player participants.”
- B. For purposes of this endorsement, it is understood and agreed that “player participant” means any individual while practicing for or participating in a sport or athletic activity specified above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETURN TO PLAY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreements are amended to include the following provision which supersedes anything to the contrary:

However, this insurance does not apply to actual or alleged “bodily injury” or “personal and advertising injury” to any “participant” who sustains a subsequent “traumatic brain injury” or has continuing effects from the original “traumatic brain injury” after returning to play unless:

1. The “participant” received a valid, written clearance from a licensed physician stating that the “participant” was ready to return to play;
2. The valid, written clearance was made available to us at our request; and
3. The valid, written clearance complies, at a minimum, with the requirements of the applicable federal, state, county and/or local health and safety codes governing sports “traumatic brain injury” protocols.

“Participant” means any individual while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

“Traumatic brain injury” as defined by the Centers for Disease Control and Prevention (CDC) means a disruption in the normal function of the brain that can be caused by a bump, blow, or jolt to the head, or penetrating head injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPORTS AND RECREATION PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGE

Coverage A, of the Commercial General Liability Coverage Form, is extended to provide Professional Liability Coverage, subject to the following:

1. INSURING AGREEMENT

- A) We will pay those sums that the insured becomes legally obligated to pay as "damages" because of:
- (1) an error or omission as respects physical training;
 - (2) an error or omission as respects fitness counseling; or
 - (3) an error or omission as respects nutritional counseling;
 - (4) an error or omission as respects officiating of any event or contest; to which this insurance applies. We will have the right and duty to defend any "suit" seeking these "damages". We may at our discretion investigate and settle any claim or "suit". But:
- 1) The amount we will pay for "damages" is limited as described in LIMITS OF INSURANCE (SECTION III); and
 - 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

- B) This insurance applies only if:

- 1) The error or omission takes place in the "coverage territory"; and
- 2) The error or omission occurs during the policy period.

2) EXCLUSIONS

- A) The exclusions included in the Commercial General Liability Coverage form, Coverage A, or made part of that form by endorsement, will also apply to the Professional Liability Coverage. In those exclusions, the terms "bodily injury" or "property damage" are replaced by the term "damages" with respect to the coverage provided by this endorsement.
- B) In addition, Professional Liability Coverage does not apply to "damages" arising out of:
- 1) the rendering or failure to render any ear piercing, acupuncture, electrolysis/hair removal, chiropody, hearing aid, optical or optometrical service or treatment or the rendering or failure to render professional services in connection with the making of a blood donation.
 - 2) the rendering or failure to render professional services by any physician, surgeon, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse midwife, x-ray therapist, radiologist, chiropodist, chiropractor, optometrist, veterinarian, real estate or investment manager, lawyer, engineer, architect or accountant or any consultant, including but not limited to, computer, systems, management, financial or business consultants.

- 3) the performance of medical diagnostic or testing services which involve, or serve as a prerequisite to, examination of bodily fluids or tissues.
- 4) the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- 5) the performance, by any insured, of a criminal or fraudulent act.
- 6) the prescription, utilization, furnishing or dispensing of drugs, or medical, dental, or nursing supplies or appliances.
- 7) an error or omission as respects physical therapy by a licensed physical therapist;
- 8) discrimination or alleged discrimination on account of, but not limited to, race, disability, religion, sex, age or national origin.
- 9) any demotion, dismissal, failure to promote or any other employment related practice.
- 10) any obligation for which the insured may be held liable under the employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

SUPPLEMENTARY PAYMENTS

The Professional Liability Coverage is subject to the SUPPLEMENTARY PAYMENTS section of the Commercial General Liability Coverage Form.

SECTION II - WHO IS AN INSURED

With respect to the coverage described in this endorsement, Section II - WHO IS AN INSURED of the Commercial General Liability Coverage Form is replaced as follows:

provide professional health care services as a physician or dentist, or as a person responsible for the supervision of any of the above named professionals;

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
 - a. Your "Employees" but only for acts within their status as "employees" for the Named Insured. However, none of these "employees" is an insured for:
 - 1) "damages" arising out of providing or failing to provide professional health care services as a physician or dentist, or as a person responsible for the supervision of any of the above named professionals;
 - 2) "damages" to you or any of your "employees";
 - 3) damage or destruction of property owned, occupied by, rented to or loaned to you or any of your "employees";
 - 4) "damages" arising out of providing or failing to provide professional services or advice as an attorney, accountant, architect, engineer, or as a person responsible for the supervision of any of the above named professionals.
 - b. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - 1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - 2) Professional Liability Coverage does not apply to an error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or

joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

The Professional Liability Coverage is included as part of Coverage A in Section III - LIMITS OF INSURANCE of the Commercial General Liability Coverage Form. A separate limit of insurance is not provided for Professional Liability Coverage.

c. Interrelated errors or omissions or a series of similar or related errors or omissions shall be:

In addition, it is agreed that:

1. Considered a single "occurrence"; and
2. Considered to have occurred only during the policy period or during any prior or subsequent policy period in which the earliest of the interrelated errors or omissions, or the earliest of a series of similar or related errors or omissions occurred. All resulting claims shall be assigned to only one policy (whether issued by this or any another insurer) and if that is this policy, only one Occurrence Limit shall apply.

a. All Professional Liability Coverage claims will be combined with all other claims subject to the GENERAL AGGREGATE LIMIT and the combination will be subject to the GENERAL AGGREGATE LIMIT.

b. With respect to the Professional Liability Coverage, an error or omission for which this insurance applies shall be considered an "occurrence" and is subject to the EACH OCCURRENCE LIMIT.

SECTION IV - CONDITIONS

The Professional Liability Coverage is subject to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the Commercial General Liability Coverage Form.

In addition, it is agreed that:

a. Under Section IV paragraph 2., Duties In The Event of Occurrence, Offense, Claim Or Suit, an error or omission which may result in a Professional Liability Coverage claim will be subject to the same requirements as an "occurrence".

b. Under Section IV paragraph 4., Other Insurance, subsection b., Excess Insurance, the following is added to the first paragraph:

(4) If the coverage is provided under this policy by the Professional Liability Coverage Endorsement.

c. The following condition is added to Section IV.

10. Two or more coverage forms or policies issued by us.

It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". We have exercised diligence to draft our coverage parts or policies to reflect this intention, but should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same error or omission, occurrence, offense, wrongful act, accident or loss, the maximum Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

SECTION V - DEFINITIONS

The Professional Liability Coverage is subject to SECTION V - DEFINITIONS of the Commercial General Liability Coverage Form.

In addition, it is agreed that:

1. With respect to the Professional Liability Coverage, The definition of "suit" is amended as follows:

“Suit” means a civil proceeding in which “damages” to which this insurance applies are alleged. “Suit” includes:

- a. An arbitration proceeding in which such “damages” are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such “damages” are claimed and to which you submit with our consent.

2. The following definition is added:

"Damages" shall mean money an insured is legally obligated to pay as damages or settlement. But, “damages” shall not include:

- a. criminal or civil fines or penalties imposed by law; or
- b. taxes; or
- c. matters deemed uninsurable under the law to which this Policy shall be construed; or
- d. punitive or exemplary damages or the multiple portion of any damages award.



MARKEL INSURANCE COMPANY

EXCESS BENEFITS RIDER

This Rider is attached to and made a part of this Policy. It is subject to all the terms, provisions, limitations and exclusions of this Policy except as they are specifically modified by this Rider.

SCOPE OF COVERAGE APPLICABLE TO THE ACCIDENT MEDICAL EXPENSE BENEFITS

When an Insured Person's Injury requires medical treatment as the result of an Accident while participating in a Covered Activity, and a claim is made, We will pay the covered medical Expense Incurred within the Benefit Period for Covered Expenses, subject to any applicable Deductible, Coinsurance Percentage, Maximum Amount, and Aggregate Maximum Amount as shown in the Schedule.

This provision shall apply in determining the benefits to an Insured Person covered under this Policy for any claim determination period.

Excess Medical Expense is defined as follows:

1. If Other Valid and Collectible Insurance exists, Excess Medical Expense means the amount of medical Expense exceeding the available coverage provided by Other Valid and Collectible Insurance. If Other Valid and Collectible Insurance exists, we have no obligations under this Policy unless and until all Other Valid and Collectible Insurance is exhausted.
2. If no Other Valid and Collectible Insurance exists, Excess Medical Expense means the amount of Accident Medical Expense shown in the Schedule.

Other Valid and Collectible Insurance means any policy, contract, or other arrangement for benefits or services for medical or dental care or treatment provided by any of the following:

1. group, franchise or blanket insurance;
2. any type of service contracts;
3. Health Maintenance Organizations (HMO), Preferred Provider Organizations (PPO), and other prepayment, group practice or individual practice plans;
4. any plan arranged through an employer, trustee, union or employee benefit association;
5. any employee benefit plan;
6. any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 (ERISA), as amended;
7. any plan or program created or administered by national or state government or agencies thereof, except a state-sponsored Medicaid plan; or a plan or law providing benefits only in excess of any private or non-governmental plan;
8. individual insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAUMATIC BRAIN INJURY COVERAGE LIMITATION
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Specified Athletic Activities:	
Baseball	Martial Arts
Basketball	Polo
Biking/BMX/Motocross	Racquetball
Boxing	Rope/Rock Climbing
Cheerleading	Rowing
Cricket	Rugby
Cross Country	Skateboarding
Diving	Skiing
Equestrian	Soccer
Field Hockey	Softball
Football	Speed Skating
Gymnastics	Squash
Handball	Surfing
Ice Hockey	Track & Field
Inline Hockey	Volleyball
Judo	Water Polo
Karate	Weightlifting
Kayaking	Wrestling
Lacrosse	Zip Lines
Other Specified Athletic Activities:	
<u>Zumba</u>	_____
_____	_____

A. Coverage

- SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreements, a.** are amended as follows:

As respects “bodily injury” and “personal and advertising injury” caused by an “occurrence” or an offense that results from a “traumatic brain injury” to any “participant,” we will only pay those

sums that an insured becomes legally obligated to pay as damages if the “occurrence” or offense results from practicing for or participating in any sports or athletic contest or exhibition that an insured sponsors, as specified in the **SCHEDULE** above, subject to:

- a. Paragraph **A.2.** below;
- b. Section **C. Conditions** below; and
- c. Our receipt of a confirmed diagnosis of the “traumatic brain injury” by a licensed physician.

In the event of continuous, progressive or repeated “bodily injury” over any length of time, such “bodily injury” shall be deemed to be one “occurrence” and shall be deemed to occur at the time the “bodily injury” first begins.

In the event of continuous, progressive or repeated “personal and advertising injury” over any length of time, such “personal and advertising injury” shall be deemed to begin at the time the first offense is committed.

2. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreements**, Subparagraph **b.**, is deleted with regard to “bodily injury” and “personal and advertising injury” that results in a “traumatic brain injury,” and is replaced with the following:

- b. This insurance applies to “bodily injury” or “personal and advertising injury” only if:
 - (1) The “bodily injury” or “personal and advertising injury” first occurs or is caused by an offense that was first committed during the policy period; and
 - (2) The “bodily injury” or “personal and advertising injury” is caused by an “occurrence” or offense that takes place in the “coverage territory”;

However, this insurance does not apply to any “bodily injury” or “personal and advertising injury” that is continuous, progressive, cumulative, repetitive, changing or evolving over time and that first occurs or is caused by an offense that was first committed prior to the effective date of this policy, even though:

- (1) Such injury or damage continues or progresses during the time of this policy period, or after the expiration of this policy;
- (2) The nature and extent of such “bodily injury” or “personal and advertising injury” may change;
- (3) The “bodily injury” or “personal and advertising injury” may be continuous, progressive, cumulative, repetitive, changing or evolving over time;
- (4) The “occurrence” or offense causing such “bodily injury” or “personal and advertising injury” may result from continuous or repeated exposure to substantially the same general harmful conditions; and
- (5) Such “bodily injury” or “personal and advertising injury” was known or unknown to any person, organization or entity.

3. **SECTION III – LIMITS OF INSURANCE**, Paragraphs **4.** and **5.** are amended to include the following:

For the purpose of this endorsement, all “bodily injury” and “personal and advertising injury” alleged by any single claimant arising out of the same “occurrence” or offense shall be subject to one limit of liability, with no stacking of limits, and only one Each Occurrence Limit of Insurance or Personal and Advertising Injury Limit shall apply whether coverage is provided by us or any other insurer.

“Bodily injury” or “personal and advertising injury”, whether as a result of a single or multiple “occurrences” or offenses, which takes place over one or multiple policy periods, and for which this coverage is provided, shall be deemed to constitute one “occurrence” or offense and shall be deemed to occur only at the time “bodily injury” first occurred, or at the time of the first such “personal and advertising injury” offense. Coverage shall be provided only under the policy (whether issued by us or any other insurer), if any, which is in effect at the time of the first such “personal and advertising injury” offense and shall be subject to the applicable limit of insurance in that one policy.

B. Exclusions

This insurance does not apply to:

“Bodily injury” or “personal and advertising injury” caused by a “traumatic brain injury” if an insured failed to implement a “traumatic brain injury awareness and safety recognition program” within thirty (30) days of inception of this policy.

C. Conditions

Coverage applies only if an insured:

1. Maintains an “adequate system” to regularly promote a “traumatic brain injury awareness and safety recognition program,” including but not limited to the online concussion or “traumatic brain injury” awareness courses offered by the Centers for Disease Control and Prevention (CDC);
2. Communicates in writing (including by electronic means), a “traumatic brain injury awareness and safety recognition program” to all “participants” in the activities shown in the **SCHEDULE** above; and
3. Provides us with proof that an insured has:
 - a. Implemented; and
 - b. Communicated to its “participants”;

a “traumatic brain injury awareness and safety recognition program” when notifying us of a “traumatic brain injury” “occurrence” involving a “participant.”

If the “participant” is a minor, this proof must include a signed acknowledgement by the parent or guardian of the “participant” that an insured communicated the program to them.

Unintentional error on an insured’s part in “traumatic brain injury” awareness training will not void their coverage in the event of “bodily injury” or “personal and advertising injury” caused by an “occurrence” or offense related to a “traumatic brain injury” to a “participant.” However, an insured’s failure to maintain an “adequate system” to regularly promote the “traumatic brain injury awareness and safety recognition program” will void an insured’s coverage in the event of “bodily injury” or “personal and advertising injury” to the “participant” caused by an “occurrence” or offense.

D. Definitions

For the purpose of this endorsement, the following definitions apply:

1. "Adequate system" means the on-going communication, in written or electronic form, of education materials to "participants", parents and coaches about the nature of risk of "traumatic brain injuries", including but not limited to how to recognize "traumatic brain injury" symptoms.
2. "Participant" means any individual while practicing for or participating in any sports or athletic contest or exhibition that an insured sponsors, as specified in the **SCHEDULE** above.
3. "Traumatic brain injury" as defined by the Centers for Disease Control and Prevention (CDC) means a disruption in the normal function of the brain that can be caused by a bump, blow, or jolt to the head, or penetrating head injury.
4. "Traumatic brain injury awareness and safety recognition program" means a formal education and training program designed specifically to address "traumatic brain injury" awareness and "participant" safety.

The program must, at a minimum, comply with the requirements of the applicable federal, state, county and/or local health and safety codes governing sports "traumatic brain injury" protocols.

Course material would typically include information related to:

- a. Understanding a "traumatic brain injury" and the potential consequences of this injury;
- b. Recognizing "traumatic brain injury" signs and symptoms and how to respond;
- c. Learning about steps for returning to activity after a "traumatic brain injury"; and
- d. Focusing on prevention and preparedness to help keep "participants" safe.

ABUSIVE CONDUCT LIABILITY COVERAGE FORM

PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we,” “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Within the context of this coverage form, “this insurance” refers to the coverage provided by this Abusive Conduct Liability Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGE

A. ABUSIVE CONDUCT LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of “bodily injury” to which this insurance applies caused by:

(1) “Abusive conduct”;

(2) The negligent:

(a) Employment;

(b) Selection;

(c) Investigation;

(d) Supervision;

(e) Reporting to the proper authorities, or failure to so report; or

(f) Retention

of any “employee,” “volunteer worker” or any other person or persons for whom the insured is or ever was legally responsible and whose conduct would be covered by (1) above;

(3) The negligent:

- (a) Placement of adoptive or foster children;
- (b) Selection or training of adoptive or foster parents; or
- (c) Supervision of adoptive or foster parents,
that gives rise to “claims” of “abusive conduct”;
- (4) The negligent:
 - (a) Design;
 - (b) Control;
 - (c) Maintenance;
 - (d) Supervision;
 - (e) Inspection; or
 - (f) Investigation
 of prospective tenants of your premises; premises in your control; or premises you have leased to another that gives rise to “claims” of “abusive conduct”; or
- (5) The negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of “abusive conduct.”

Subject to the above provisions, we have the right and duty to defend any “suit” seeking “damages” to which this insurance applies. However, we have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may at our discretion, investigate and settle any “claim” of “abusive conduct” and any “suit” that may result. But:

- (i) The amount we will pay for “damages” is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (ii) Our right and duty to defend end when we have used up our applicable limit of insurance in the payment of “damages.”

We will pay, with respect to any “claim” we investigate or “suit” we defend, any “defense costs” we incur. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in **B. EMPLOYEE AND VOLUNTEER WORKER DEFENSE COVERAGE** below.

- b. This insurance applies to “damages” because of “bodily injury” only if:
 - (1) The “bodily injury” is caused by “abusive conduct” that takes place in the “coverage

territory”; and

(2) The “abusive conduct” first occurs during the policy period.

- c.** “Damages” because of “bodily injury” include “damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

2. Exclusions

This insurance does not apply to:

- a.** Any “claim” or “suit” against any person who personally takes part in any “abusive conduct”;
- b.** Any “claim” or “suit” against any person who intentionally fails to report “abusive conduct” committed by an “employee,” “volunteer worker” or any other person for whom any insured is legally responsible;
- c.** Any “claim” or “suit” against any person who commits an intentional or criminal act;
- d.** Any “claim” or “suit” against any “employee,” “volunteer worker” or any other person for whom any insured is or ever was legally responsible if at the time of this policy’s inception any insured was aware of actual or alleged “abusive conduct” by such person;
- e.** Liability assumed by the insured under any contract or agreement;
- f.** Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law;
- g.** Any “claim” or “suit” arising out of matters which may be deemed uninsurable;
- h.** Any “claim” made against an insured by another insured except a “claim” made by an insured who is an “employee” or “volunteer worker,” subject to Exclusion i. below;
- i.** Any “claim” made by or on behalf of:
- (1)** Your “employee” or “volunteer worker”;
- (2)** The spouse, child, parent, brother or sister of an “employee” or “volunteer worker” as a consequence of “abusive conduct” to that person; or
- (3)** Any applicants for employment or former “employees” or “volunteer workers.”

However, this exclusion does not apply in the limited instance where your “employee” or “volunteer worker” is also your client and receiving services falling within the official scope of

- the services which you provide and the “claim” arises out of the provision of these services;
- j. Any “defense costs” associated with a criminal trial including appeals;
 - k. “Abusive conduct” that predates the inception of this policy notwithstanding that such “abusive conduct” may continue into this policy period;
 - l. Any “claim” arising out of, based upon or attributable to:
 - (1) Any litigation or demand against an insured pending on or before the inception of this policy, including any future litigation or demand based on the prior or pending litigation that is derived from the same or essentially the same facts as alleged in such prior litigation;
 - (2) Any “abusive conduct,” fact, circumstance or situation which has been the subject of any written notice given under any other policy of insurance prior to inception of this policy; or
 - (3) Any “abusive conduct,” fact, circumstance or situation of which, as of the inception of this policy, the insured had knowledge and from which the insured could reasonably expect a “claim” to arise; or
 - m. Any “claim” or “suit” arising out of sexual discrimination and/or sexual harassment, whether asserted under any federal or state statute or the common or civil law of any jurisdiction.

B. EMPLOYEE AND VOLUNTEER WORKER DEFENSE COVERAGE

We will also pay on your behalf “defense costs” for an “employee” or “volunteer worker” who is alleged to be directly involved in “abusive conduct” until such time as that individual is adjudicated to be a wrongdoer or enters a plea of no-contest.

This coverage does not apply to any “employee” or “volunteer worker” who knowingly allows the “abusive conduct.”

SECTION II – WHO IS AN INSURED

- A. You are an insured.
- B. Each of the following is also an insured:
 - 1. Your directors, but only for liability arising from their duties as your directors;
 - 2. Your “employees,” but only for liability arising within the scope of their employment duties for you;
 - 3. Your “volunteer workers” but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and

4. Students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.

SECTION III – LIMITS OF INSURANCE

- A. The limit of insurance shown in the Declarations and the rules below fix the most we will pay for all “damages” regardless of the number of:
 1. Insureds;
 2. “Claims” made or “suits” brought; or
 3. Persons or organizations making “claims” or bringing “suits.”
- B. The Each Abusive Conduct Limit shown in the Declarations is the most we will pay for each “abusive conduct” incident regardless of the number of incidents involved. Two or more “claims” for “damages” because of the same “abusive conduct” shall be:
 1. Considered a single “claim”; and
 2. Such “claims,” whenever made, shall be assigned to only one policy (whether issued by us or any other insurer) and if that is this policy, only one Each Abusive Conduct limit of insurance shall apply.
- C. The aggregate limit shown in the Declarations is, subject to Paragraph B. of this section, the total limit of our liability for all “damages” to which this insurance applies.

Multiple incidents of “abusive conduct” which take place over multiple policy periods for which this coverage is provided shall be deemed to constitute one “abusive conduct” and shall be deemed to occur only at the time of such first incident. Coverage for such “abusive conduct” shall be provided only under the policy, if any, which is in place at the time of the first such incident and shall be subject to the applicable limit of insurance in that one policy.

The aggregate limit of this Coverage Part applies separately to each consecutive annual period of this policy; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations; unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance.

SECTION IV – DEDUCTIBLE

- A. Our obligation to pay “damages” on your behalf applies only to the amount of “damages” in excess of the applicable deductible amount shown in the Declarations.
- B. The Deductible applies to all “damages” that are the result of any “claim” of “abusive conduct.”
- C. The terms of this insurance, including those with respect to:
 1. Our right and duty to defend the insured against any “suits” seeking those “damages”; and
 2. Your duties in the event of an incident, “claim,” or “suit”
 apply irrespective of the application of the deductible amount.

- D. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – ABUSIVE CONDUCT LIABILITY CONDITIONS

A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

B. Duties In the Event of an Incident, Claim or Suit

1. If a “claim” is made or “suit” is brought against any insured, you must provide us with written notice of the “claim” or “suit” as soon as practicable, but no later than 60 days after the “claim” is made or “suit” is brought.
2. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “claim” or “suit”;
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of the “claim” or “suit” including the release of any personnel records of the person(s) allegedly involved in the “abusive conduct”; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of “abusive conduct” to which this insurance may also apply.
3. No insureds will, except at their own cost, and without recourse to this policy, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a “suit” asking for “damages” from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover as a result of an “agreed settlement” or on a final judgment against an insured obtained after an actual trial, but we will not be liable for “damages”

that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance.

D. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary except when **2.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in **3.** below.

2. Excess Insurance

If any insured has other insurance providing coverage similar to this insurance, then this insurance shall be excess over and above that other insurance except where such insurance is specifically designated as excess to this policy.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

3. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

E. Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates;

2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured; and
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

F. Representations

By accepting this policy, the insured agrees:

1. The statements in the Declarations, and in the application for insurance are accurate and complete;
2. Those statements are based upon representations made by the insureds; and
3. We have issued this policy in reliance upon those representations.

G. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage

Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

H. Two Or More Coverage Parts Or Policies Issued By Us

It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same "claim" or "suit." We have exercised diligence to draft our coverage parts and policies to reflect this intention, but should the circumstances of any "claim" or "suit" give rise to such duplication or overlap of coverage, then, notwithstanding any other provision of this or any other policy, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "abusive conduct," professional incident, occurrence, offense, wrongful act, accident or loss, "claim" or "suit," the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this policy.

I. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI – DEFINITIONS

A. “Abusive conduct” means all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation, sexual misconduct, sexual exploitation, or sexual injury arising out of a single act, or continuous or repeated exposure of one person or two or more people to multiple acts, of a sexual nature committed by:

1. One person; or
2. Two or more people acting together or in related acts or series of acts.

Any act or multiple, continuous, related or repeated acts of “abusive conduct” by one person or two or more people acting together will be deemed one “abusive conduct” and will be deemed to occur only when the first “abusive conduct” takes place, regardless of:

- a. The number of people injured;
- b. The time period, including multiple policy periods, over which the “abusive conduct” took place;
- c. The number of such acts; or
- d. Whether, in the case of two or more people acting together, each such person participated in each act.

B. “Agreed settlement” means a settlement and release of liability signed by the insured and the claimant or the claimant’s legal representative, and approved by us.

C. “Bodily injury” means bodily injury, sickness or disease sustained by a person. “Bodily injury” includes mental anguish, mental injury, shock, fright or death resulting from physical injury or “abusive conduct.”

D. “Claim” means any written demand for monetary relief.

E. “Coverage territory” means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;
2. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph 1. above; or
3. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in Paragraph 1. above but is away for a short period of time on your business;

provided the insured’s responsibility to pay “damages” is determined in a “suit” on the merits, in the territory described in Paragraph 1. above or in a settlement to which we agree.

F. “Damages” means a monetary:

1. Judgment;
2. Award; or
3. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.

G. "Defense costs" mean any costs to investigate a "claim" or defend a "suit" seeking "damages."

These costs are outside the limits of insurance.

H. "Employee" includes a "leased worker" or a "temporary worker."

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.

J. "Suit" means a civil proceeding in which "damages" because of "abusive conduct" to which this insurance applies are alleged. "Suit" also includes:

1. An arbitration proceeding in which such "damages" are claimed and to which you must submit or do submit with our consent; or
2. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which you submit with our consent.

K. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

L. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMATEUR SPORTS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include members of the governing body and/or their appointed officers (including volunteer workers or individuals paid less than \$5,000 per year for their assistance), Association, League, Team, Camp or School Officers or Officials; Coaches, Managers, Trainers and their Assistants, Game Officials and Referees except independent contractors who are paid a fee for their services; Statisticians and Scorers except independent contractors who are paid a fee for their services; Groundskeepers and Ushers; Volunteer Workers; Concession and Refreshment Stand Workers except independent contractors who are paid a fee for their services; and individual Participants and Players except that:

1. No participant or player is a named insured with respect to a claim or a suit brought by another participant or player under this policy.
2. No volunteer is an insured for “Bodily Injury” or “Personal and Advertising Injury” arising out of his or her providing or failing to provide professional health care services.
3. No athletic trainer or assistant is an insured for “Bodily Injury” or “Personal and Advertising Injury” arising out of his or her providing or failing to provide professional health care services.

Coverage under this policy is excess over any homeowners, tenants, personal liability or personal umbrella coverage available to any coach, manager, trainer and assistants, officials, referees, statisticians, scorers, groundskeepers, ushers, volunteer workers, participants and players.

Any person under the age of 18 who officiates or referees a competitive event for money is not considered an independent contractor who is paid a fee for their services unless that person is a member of a referees’ or officials’ association and is protected as an insured for general liability insurance under that association’s general liability insurance.

B. LIMITATION OF COVERAGE – SANCTIONED EVENTS

Coverage afforded by this policy is specifically limited to:

1. Those operations, activities and events that are sanctioned by the “Association” and that are necessary or incidental to the classifications scheduled on the policy.
2. Any other eligible operation, activity or event that you report to us within 30 days of its commencement and that we agree in writing to insure.

C. EXCLUSION – PROFESSIONAL ATHLETE – LOSS OF INCOME

The following exclusion is added to the policy:

This insurance does not apply to claims arising from loss of income by a professional athlete due to “bodily injury” or “personal or advertising injury”. A professional athlete is one who derives income as an athlete, or is under contract to become a professional athlete, whether full time or part time.



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.

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

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)

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.

APPENDIX I: RFP Application

2022 OUSD Request for Proposals Application

ASES, 21st CCLC, ELO-P, and ASSETS Expanded Learning Programs

Cover Sheet Template:

Organization Name	Nexplore LLC		
Primary Contact Person:	Dori Larea	Secondary Contact Person:	Vanesa Sragowicz
Email:	dori@nexploreusa.com	Email:	vanesa@nexploreusa.com
Telephone #:	786-768-6111	Telephone #:	786-488-7766

Does your organization have 501c3 status? Please provide documentation of this status in your supporting documentation section.	•	Yes
	X	No
Have you served as an OUSD summer agency prior to this application? If yes, please identify the years and durations served:	X	Yes
	•	No
Are you a currently approved OUSD community partner ? If yes, please list the sites that you provided programming in OUSD schools:	•	Yes
	X	No
Do you currently provide summer/intersession programming in other school districts besides OUSD? If yes, please list all school districts you have served: Caliber Public Schools, Hayward USD, SLUSD, BACR	X	Yes
	•	No
Service Category--Grade Levels: Check the grade levels your organization is interested in serving.		
Elementary (TK-5)	X	yes
Elementary/Middle (TK-8)	X	yes

Middle (6-8)	X	yes
High School (9-12)	•	yes
Alternative/Continuation High School	•	yes

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

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

Nexlore LLC is applying for a school-based expanded learning model to service two to four (2-4) sites. Nexlore LLC is also interested and is prepared and staffed to provide additional intersession models for two to four (2-4) sites.

What makes Nexlore's programs the ideal choice when it comes to improving academic success is our ability to promote the joy of learning through our Project Based Learning Deliverables.

All of Nexlore's programs include deliverable supply kits to enhance learning and engage students with hands-on activities.

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.

Space needed to fulfill program service delivery is as follows: One classroom per group with sufficient tables and chairs, access to a gymnasium and outdoor fields for physical education activities. Nexlore's strong fiscal ability to manage multiple sites simultaneously is a primary organizational strength. Our core administrative staffing provides solid direction for program efficiency, budget control, and staff supervision of multiple sites.

On behalf of Nexlore LLC (Agency), I, Dori Larea (name)

CEO (Position), declare under penalty of perjury under the laws

of the State of California that the foregoing is true and correct.

11/22/2022

Signature:



Date:



Response to OUSD Expanded Learning and Summer Learning for Intersession

1. Organization Capacity:

Nexplore LLC is a National enrichment service provider established in 2016 with a mission statement *to foster the joy of learning* through a wide range of 25 STEAM, Life Skills and Fitness solutions. Currently Nexplore offers year-long programs at over 200 sites across eight states around the country. Our company has attained a Five Star rating on Google's Business Review.

Since its inception, Nexplore has worked in communities represented by diverse populations of race, color, economic and social standing. Our programs are fully adaptable to the needs of the children and families we serve. Our program models the theory of learning through fun and exploration, which is inclusive of all demographic and socio-economic populations. Nexplore has significant experience with communities in historically black/Hispanic neighborhoods of Miami, Broward and Palm Beach Counties, FL; the Bay Area, San Leandro and Oakland Unified School Districts of California.

As a usual matter of course, over the summer students forget some of what they learned in school. During the summer, formal schooling stops, and learning loss happens at roughly the same rate for all students.

We are committed to offering a diverse range of learning opportunities where students can explore their passions and strengthen core Life Skills needed to thrive in the 21st century. This includes:

- Critical thinking, problem-solving, and logical reasoning.
- STEAM knowledge and skills.
- Intrapersonal and Interpersonal social skills.
- Emotional awareness and management.
- Creative thinking and innovation.
- Physical health and fitness.
- Cultural understanding, global awareness, and respect for humankind.

Nexplore works with many school districts and youth organizations across the nation and has the qualified staffing, experience, curriculum and learning supply to deliver high volume quality services in multiple sites simultaneously. We work closely with several grant funded organizations, such as **21st Century Community Learning Centers (21st CCLC)** who contract with Nexplore to provide specialized services for their students.

Partnerships Include:

- Denver's Extended Learning and Community School Department.
- Oakland Unified School District, CA.
- San Leandro School District, CA.
- Hayward Unified School District, CA.
- Austin Library System, TX.
- City of Hialeah, Education, and Community Services Department.

Through relationships with Oakland area community colleges and universities career services, Nexplore is able to hire high-performing college, post-college, career and retired professionals. We focus on hiring candidates who see themselves as whole life learners, express passion for learning new skills, and relate to our teaching philosophy. We recruit candidates who enjoy working with youth and take pride in their work.



Response to OUSD Expanded Learning and Summer Learning for Intersession

2. Fiscal Management & Resource Development:

- Staffing costs for service delivery and prep time are as follows: 9 instructors for 9 hours a day, including prep time, at \$22/hour for 27 days = \$48,114
- Full time site coordinator (prorated for length of contract) is \$7,000
- Professional development and training costs are \$8,383 which is offset by \$2,500 lead organization in-kind contribution.
- No organization management level staff is paid by grant funds for support of direct service programming.
- Supply costs for each of the activity modules for the length of the contract is \$46,677 of which \$15,000 is offset by lead organization in-kind.
- Curriculum costs for each of the activity modules for the length of the contract is \$7,500
- Snacks for program participants for the length of contract cost is \$2,000
- Student incentives total costs for the length of the contract are \$7,500 of which \$5,000 is offset by lead organization in-kind.
- All grant funds are managed by a designated organization accountant who segregates OUSD grant income and expenses for program budget monitoring.

- Masters Accounting Services, Inc., 6797 Main Street, Miami Lakes, FL 33014 oversees all accounting management functions and tax returns for Nexlore LLC.
- Nexlore LLC will contribute \$22,500 towards Lead Agency In-Kind Contributions.
- Nexlore LLC does not have audited financial statements at this time. However our accounting management company, Masters Accounting Services, Inc. works closely with our organization management, program supervisors, and accounting staff to ensure appropriate recording of all grant funds and expenditure for accurate reporting purposes.



Response to OUSD Expanded Learning and Summer Learning for Intersession

3. Agency Infrastructure

- Please see Organization Chart for staffing and administrative support.
- Nexlore LLC will provide a student ration of 1:20 and 10:1 for TK/K or better.
- All staff meet OUSD requirements as stated.
- There will be a full time school Site Coordinator at each site during the day
- 85% attendance will be documented daily by OUSD protocols
- All attendance and program reporting will be available upon request for district audits.

The Nexlore site coordinator will be the primary point of contact for the OUSD partnership and will maintain appropriate contact and collaboration with the school site leadership.

Nexlore site coordinator will relay by email and/or phone contact with school site leadership and other community partners regarding scheduling changes, any program issues, or other necessary communication to ensure successful program operations.

Nexlore believes that the most important tool to ensure successful service provision is quick and clear communication between Site Director – Nexlore Instructor and Nexlore Management team. To do so, Nexlore built a cutting-edge Customer Management Software (CRM) that sends automatic notifications between all relevant parties regarding class

assignment, schedule changes, alerts regarding upcoming classes, schedule conflicts and substitute assignments. Nexlore software allows us to manage multiple sites successfully and to fluently communicate back and forth with our partner sites and staff.

Scheduling will be managed directly with Site Directors, Nexlore CEO and Regional Manager to ensure all needs are met.

Nexlore practices a rigid protocol to ensure service consistency and continuity. Nexlore practices a three sided communication protocol (Site Director – Regional Manager – Teacher) in case of tardiness or emergency cancelation and contingency plan activation (sending out a substitute teacher when possible or rescheduling). Nexlore's strong team approach ensures continuity of our program brand within the school systems we serve. Nexlore will hire two instructors who will serve as floaters to cover classes in case of emergency.



Response to OUSD Expanded Learning and Summer Learning for Intersession

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

The evidence informed programs which were selected for this summer project are aligned with Next Generation Science Standards and been successfully offered at thousands of schools over the past five years. Nexplore uses the following external tools to monitor to collect data and ensure positive outcome:

- Teacher observations with pre and post program comparisons.
- Regional Manager class observations.
- Project assignments and review.
- Conversations with students, parents, staff and site Director to collect feedback.

Nexplore's programs and anticipated outcomes will produce an 80% improvement for participants in the following areas:

1. Critical thinking, problem-solving, and logical reasoning.
2. STEAM knowledge and skills.
3. Intrapersonal and interpersonal social skills.
4. Emotional awareness and management of self.
5. Physical health and fitness.
6. Increase self-confidence while being challenged to learn new skills.
7. Cultural understanding, global awareness and respect for humankind.

Nexplore's programs have been proven to help children develop confidence, empathy, self-awareness and interpersonal skills. These attributes develop in our young participants as they navigate through the program process and learn new creative thinking and hands-on skills. Children learn to work together to accomplish the goal of a specific project, becoming more socially aware of team-mates, respect differences and individual abilities.

Participants become more willing to express awareness of their own feelings and those of others. They display self-control and learn to manage their emotions, expressing feelings through words. They become more able to form healthy friendships.

The following attributes of Nexlore's program help achieve the above outcomes:

1. The core of Nexlore's mission is to instill a joy of learning through fun and educational activities.
2. Each activity offered to selected age levels prompts critical thinking and problem solving, working together to achieve successful completion of the project, thereby increasing self-confidence.
3. Each hands-on project activities creates the motivation to learn and explore, increasing self-satisfaction in attaining stated goals. In other words, a sense of pride in self - "I did this!"

Since its inception, Nexlore LLC has worked in communities represented by diverse populations of race, color, economic and social standing. Our programs are fully adaptable to the needs of the children and families we serve. Our program models the theory of learning through fun and exploration, which is inclusive of all demographic and socio-economic populations. Nexlore LLC has significant experience with communities in historically black/Hispanic neighborhoods of Miami, Broward and Palm Beach Counties of Florida, the Bay Area, San Leandro and Oakland School Districts of California.

OUSD Summer 2023 - Schedule

Week 1	Mon 6/5	Tue 6/6	Wed 6/7	Thu 6/8	Fri 6/9
8:30-9:15	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
9:30 - 9:45	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
10:00-10:45	Science Sport	PE	Science Sport	PE	Science Sport
11:00 - 12:00	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
12:00 - 1:00	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 - 1:50	Brick Lab- Magic Beans	Science of Super powers	Brick Lab- Magic Beans	Science of Super powers	Art Rods
1:50 - 2:00	Break	Break	Break	Break	Break
2:00 - 3:00	Robocoding	Strawbees	Robocoding	Strawbees	Games
3:15 - 3:30	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
3:30 - 4:15	Nature Watch	Games	Nature Watch	Games	Magic
4:15 - 5:00	Free Play	Free Play	Free Play	Free Play	Free Play
5:00-5:30	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal

Week 2	Mon 6/12	Tue 6/13	Wed 6/14	Thu 6/15	Fri 6/16
8:30-9:15	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
9:30 - 9:45	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
10:00-10:45	Science Sport	PE	Science Sport	PE	Science Sport
11:00 - 12:00	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
12:00 - 1:00	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 - 1:50	Brick Lab- Magic Beans	Science of Super powers	Brick Lab- Magic Beans	Science of Super powers	Art Rods
1:50 - 2:00	Break	Break	Break	Break	Break
2:00 - 3:00	Robocoding	Strawbees	Robocoding	Strawbees	Games
3:15 - 3:30	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
3:30 - 4:15	Nature Watch	Games	Nature Watch	Games	Magic
4:15 - 5:00	Free Play	Free Play	Free Play	Free Play	Free Play
5:00-5:30	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal

Week 3	Mon 6/19	Tue 6/20	Wed 6/21	Thu 6/22	Fri 6/23
8:30-9:15	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
9:30 - 9:45	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
10:00-10:45	Science Sport	PE	Science Sport	PE	Science Sport
11:00 - 12:00	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
12:00 - 1:00	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 - 1:50	Brick Lab- Magic Beans	Science of Super powers	Brick Lab- Magic Beans	Science of Super powers	Art Rods
2:15 - 2:30	Break	Break	Break	Break	Break
2:00 - 3:00	Robocoding	Strawbees	Robocoding	Strawbees	Games
3:15 - 3:30	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
3:30 - 4:15	Nature Watch	Games	Nature Watch	Games	Magic
4:15 - 5:00	Free Play	Free Play	Free Play	Free Play	Free Play
5:00-5:30	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal

Week 4	Mon 6/26	Tue 6/27	Wed 6/28	Thu 6/29	Fri 6/30
8:30-9:15	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
9:30 - 9:45	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
10:00-10:45	Science Sport	PE	Science Sport	PE	Science Sport
11:00 - 12:00	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff	Support Academic Staff
12:00 - 1:00	Lunch	Lunch	Lunch	Lunch	Lunch
1:00 - 1:50	Brick Lab- Magic Beans	Science of Super powers	Brick Lab- Magic Beans	Science of Super powers	Art Rods
1:50 - 2:00	Break	Break	Break	Break	Break
2:00 - 3:00	Robocoding	Strawbees	Robocoding	Strawbees	Games
3:15 - 3:30	Camp Rally	Camp Rally	Camp Rally	Camp Rally	Camp Rally
3:30 - 4:15	Nature Watch /Free Play	Games /Free Play	Nature Watch /Free Play	Games /Free Play	Magic /Free Play
4:15 - 5:00	Free Play	Free Play	Free Play	Free Play	Free Play
5:00-5:30	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal

Week 5	Mon 7/3	Tue 7/4	Wed 7/5	Thu 7/6	Fri 7/7
8:30-9:15	Support Academic Staff		Support Academic Staff	Support Academic Staff	Support Academic Staff
9:30 - 9:45	Camp Rally		Camp Rally	Camp Rally	Camp Rally
10:00-10:45	PE		Science Sport	PE	Science Sport
11:00 - 12:00	Support Academic Staff		Support Academic Staff	Support Academic Staff	Support Academic Staff
12:00 - 1:00	Lunch		Lunch	Lunch	Lunch
1:00 - 1:50	Science of Super powers		Brick Lab- Magic Beans	Science of Super powers	Goodby Party
1:50 - 2:00	Break		Break	Break	Break
2:00 - 3:00	Strawbees		Robocoding	Strawbees	Games Party
3:15 - 3:30	Camp Rally		Camp Rally	Camp Rally	Camp Rally
3:30 - 4:15	Games /Free Play		Nature Watch /Free Play	Games /Free Play	Goodbye Party
4:15 - 5:00	Free Play		Free Play	Free Play	Free Play
5:00-5:30	Clean up and Dismissal		Clean up and Dismissal	Clean up and Dismissal	Clean up and Dismissal

GRANT FUNDED SUMMER BUDGET PLANNING SPREADSHEET

TK-12 2022

Site Name:		21st CCLC Grant Funds for Lead Agency	Lead Agency In-Kind Contributions
Site #:			
Lead Agency	Nexplore		
students (ADA)	150		
# of summer program days	24		
Total 21st CCLC Grant Funds	\$109,944		
TOTAL CONTRACTED FUNDS		\$109,944	\$0

BOOKS AND SUPPLIES

4310	Supplies (can be purchased by lead agency for summer supplemental programming)	\$31,677	\$15,000
4310	Curriculum	\$7,500	
5829	Field Trips (fees, supplies)		
	Bus tickets for students		
	Rental bus for field trips		
	Snacks	\$2,000	
	Incentives	\$3,538	\$15,000
	Family Night supplies		
	Total books and supplies	\$44,715	\$30,000

CONTRACTED SERVICES

5825	Site Coordinator (list here if CBO staff)	\$7,000	
5825	Academic Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Enrichment Facilitators ((9 instructors x 9 hours /day/\$22hr. x 27 days)	\$48,114	
5825	STEM Instructors (# of staff X total hours X hourly rate, including prep and training time)		
5825	Contracted OUSD Summer Teachers		
5825	Subcontractors (please list each specific subcontracting agency)		
5825	Professional Development	\$5,886	\$3,500
5825	Employee benefits		
	Total services	\$61,000	\$3,500

IN-KIND DIRECT SERVICES

	Total value of in-kind direct services		\$0


SUBTOTALS

	Subtotals DIRECT SERVICE	\$105,715	\$33,500
	Allowable lead agency admin (at 4% of contracted funds or less)	\$4,229	

TOTALS

	Total budgeted per column	\$109,944	
	BALANCE remaining to allocate	\$0	

Required Signatures for Budget Approval:

Lead Agency:	Nexplore	Date: 11/22/2022	
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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.



Nexplore organizational chart

SITE: Global Family (Dual Language Hub) (Bridges, Global Family, Horace Mann, Melrose Leadership, Esperanza)

Name	Email	Cell Phone
Director and CEO		
Dori Larea	dori@nexploreusa.com	786-768-6111
Operational Manager		
Vanesa Sragowicz	vanesa@nexploreusa.com	786-488-7766
HR Manager		
Skylar Lecoq	skylar@nexploreusa.com	786-626-7020
Accounting		
Brigitte Hernandez	brigitteawonder@gmail.com	786-514-4025
Bay Area Regional Director		
Ronald Odunikan	ronaldodunikan@gmail.com	510-557-2833
Community Outreach		
Donna Mekeda	mekeda77@yahoo.com	510-866-9654
Camp Site Director		
Jumia Callaway	callawayj034@gmail.com	901-825-9189
Program Staff/Instructor		
Jumoke Jones	jojoes415@icloud.com	917-938-8300
Jasmine Hubbard	xoxolovejas@gmail.com	510-816-7028
Wanda Smith	wandasmith5051@gmail.com	415-769-8889
Kimberly Neal	kneal134@gmail.com	516-476-3777
Melissa marques	melissamarques12@gmail.com	510-305-2754
Sabrina Hendricks	sassybre@aol.com	510-564-5287
Xiaoyi Yuan	xy1175@gmail.com	510-816-7028
Clarisa hammer	clarisa.s.hammer@gmail.com	253-217-2561
Nicholas Labelle - 5th	downtownslabby@gmail.com	510-712-3938

Pre
K/K
Pre
K/K
1st
1st
2nd
2nd
3rd
4th
5th



Response to OUSD Expanded Learning and Summer Learning for Intersession

Organization Capacity:

Nexplore LLC is a National enrichment service provider established in 2016 with a mission statement *to foster the joy of learning* through a wide range of 25 STEAM, Life Skills and Fitness solutions. Currently Nexplore offers year-long programs at over 200 sites across eight states around the country. Our company has attained a Five Star rating on Google's Business Review.

Since its inception, Nexplore has worked in communities represented by diverse populations of race, color, economic and social standing. Our programs are fully adaptable to the needs of the children and families we serve. Our program models the theory of learning through fun and exploration, which is inclusive of all demographic and socio-economic populations. Nexplore has significant experience with communities in historically black/Hispanic neighborhoods of Miami, Broward and Palm Beach Counties, FL; the Bay Area, San Leandro and Oakland Unified School Districts of California.

As a usual matter of course, over the summer students forget some of what they learned in school. During the summer, formal schooling stops, and learning loss happens at roughly the same rate for all students.

We are committed to offering a diverse range of learning opportunities where students can explore their passions and strengthen core Life Skills needed to thrive in the 21st century. This includes:



- Critical thinking, problem-solving, and logical reasoning.
- STEAM knowledge and skills.
- Intrapersonal and Interpersonal social skills.
- Emotional awareness and management.
- Creative thinking and innovation.
- Physical health and fitness.
- Cultural understanding, global awareness, and respect for humankind.

Nexplore works with many school districts and youth organizations across the nation and has the qualified staffing, experience, curriculum and learning supply to deliver high volume quality services in multiple sites simultaneously. We work closely with several grant funded organizations, such as **21st Century Community Learning Centers (21st CCLC)** who contract with Nexplore to provide specialized services for their students.

Partnerships Include:

- Denver's Extended Learning and Community School Department.
- Oakland Unified School District, CA.
- San Leandro School District, CA.
- Hayward Unified School District, CA.
- Austin Library System, TX.
- City of Hialeah, Education, and Community Services Department.

Through relationships with Oakland area community colleges and universities career services, Nexplore is able to hire high-performing college, post-college, career and retired professionals. We focus on hiring candidates who see themselves as whole life learners, express passion for learning new skills, and relate to our teaching philosophy. We recruit candidates who enjoy working with youth and take pride in their work.



What makes Nexplore's programs the ideal choice when it comes to improving academic success is our ability to promote the joy of learning through our **Project-Based Learning Deliverables**. All of Nexplore's programs include deliverable supply kits to enhance learning and engage students with hands-on activities.

Nexplore is a one-stop shop for on-site enrichment services and in-house field trips. We offer the most diverse selection of after-school, in-school, and summer programs that are cutting-edge, unique, and fun!

Nexplore LLC proposes that implementing a six-week program linking academics with recreation can greatly help to stem the loss of learning due to pandemic impacts on students' access to consistent and effective instruction. For a full review of our programs please visit our website at www.nexploreusa.com.

Plan

Nexplore proposes a six weeks programming in five sites (out of 15) led by a team of 22 instructors as follows:

- Each site comprised of approx. 200 students divided to 12 classes (16 students per class).
- Each Site will be assigned with 4 Nexplore Instructors.



- Each Instructor will teach 3 one hour classes back to back (i.e.: 10:20 - 11:20; 11:20 - 12:20; Lunch; 1:20 - 2:20) for a total of 12 classes a day per site.
- 20 Instructors will cover five sites (total of 1000 students) based on four instructors per site.
- Two Instructors will serve as floaters and will be on standby call to substitute in case of emergency.
- Each student will receive one hour a day enrichment class, five days a week for a total of 28 days

Proposed curricula for OUSD Expanded Learning and Summer Intersession (1hr/day for 5 days a week for a total of 28 days).

Grade	Program name	Benchmarks	units of 1 hr. lesson
1 st	Nature Watch – Plants	Tree-mendous , Herb Gardens Greenhouse, Forests forever, Rainforest Seed Bracelet	4
1 st	Nature Watch – Weather, Space and Ocean	Weather Window, Solar System, Moon Game, Pocket Sundial	4
1 st	Science Wiz – light	Students learn about light by splitting light into rainbows, molding lenses, making a microscope and telescope, capturing a shadow, and more!	8
1 st	Plants and Seeds – Exploring the Life Cycle through Art	Flourish in the whimsical world of tunnel books with this STEAM filled exploration of plants and seeds@ Challenge learners to channel their inner storyteller as they create a free standing, sculpture artwork to visually explain the life cycle of a plant. Referencing the 5 kinds od seed dispersal: gravity, water, wind, animal snd attachment.	12

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the joy of learning

Grade	Program name	Benchmarks	units of 1 hr. lesson
2 nd	Plants and Seeds – Exploring the Life Cycle through Art	Flourish in the whimsical world of tunnel books with this STEAM filled exploration of plants and seeds@ Challenge learners to channel their inner storyteller as they create a free standing, sculpture artwork to visually explain the life cycle of a plant. Referencing the 5 kinds od seed dispersal: gravity, water, wind, animal snd attachment.	12
2 nd	Nature Watch – Weather, Space and Ocean	Seashell instrument, Tree-mendous , Herb Gardens Greenhouse, Forests forever, Rainforest Seed Bracelet, Honey Comb, Water Cycle Wheel	8
2 nd	Science Wiz – Heat & Temperature		8

Grade	Program name	Benchmarks	units of 1 hr. lesson
3 rd	Unleash your Wild Side – Life Science	Investigate the diversity of the planet as a globe - trotting artists! From the Arctic to the high desert, revel in the complexities od different ecosystems through creative, learn by doing STEAM projects that inspect the science of the most intricate environments of the globe.	12
3 rd	Survival Science	<p>Emergencies can happen at any time! While the odds of being lost or stranded outdoors are pretty low, knowing what to do in an emergency is important. As survivalists, students learn exactly what to do in an emergency through the team-based study of real-world survival skills.</p> <p>From investigating the utility of tools to working through challenging situations, over this course, learners use ingenuity to gain</p> <p>crucial skills such as knot tying, water purification and compass navigation. Bringing STEM to the great outdoors, instructors love the hands-on, interactive and collaborative curriculum. With each thrilling activity, students gather their senses, put their new</p>	12

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		skills to the test and conquer every challenge Mother Nature throws their way!	
3 rd	Nature Watch	Dino Bonz, Rock A- Rama, Water Cycle Wheel, Magnificent Metamorphosis	4

Grade	Program name	Benchmarks	units of 1 hr. lesson
4 th	Science Wiz – Sound	Students learn all about sound by building a working Edison style phonograph, recording and playing back sound recordings, measuring sound with a decibel meter, testing their hearing, and more!	16
4 th	Oceanic Exploration	Take the dive with Oceanic Exploration and journey from the tropics to the poles to inspect arctic food webs, simulate coral reef adaptations and survey everything from the great river deltas to the Mariana Trench. Through engineering design activities, challenge learners to collaborate on sustainability projects as they work to bring the California se otter back from the brink of extinction and track great white sharks across the open ocean, answering and reflecting on important sea dwelling questions about the variety of the oceans and the differences in ecosystems.	12

Grade	Program name	Benchmarks
5 th	Science Wiz – Sound	Students learn all about sound by building a working Edison style phonograph, recording and playing back sound recordings, measuring sound with a decibel meter, testing their hearing, and more!
5 th	Oceanic Exploration	Take the dive with Oceanic Exploration and journey from the tropics to the poles to inspect arctic food webs, simulate coral reef adaptations and survey everything from the great river deltas to the Mariana Trench. Through engineering design activities, challenge learners to collaborate on sustainability projects as they work to bring the California se otter back from the brink of extinction and track great white sharks across the open ocean, answering and reflecting on important sea dwelling questions about the variety of the oceans and the differences in ecosystems.



More details on each of the programs above can be found on www.nexploreusa.com

Capacity

Through memberships with Denver area community colleges and universities career services, Nexplore is able to hire high-performing college, post-college, career and retired professionals. Additionally, Nexplore partners with the Denver Metro area Center for Work Education and Employment (CWEE), which provides low-income job seekers with career preparedness and refers candidates to our company.

Nexplore works closely with the human resource departments of all major universities in Denver who assist us in recruiting young talent. We focus on hiring candidates who see themselves as whole life learners, express passion for learning new skills, and relate to our teaching philosophy. Candidates who enjoy working with youth and take pride in their work.

Nexplore is already an approved Vendor for Denver Public Schools and was contracted by Denver's Extended Learning and Community School Department to offer afterschool programs at 10 sites throughout 2021-22 school year. The same Department has also contracted Nexplore to offer a seven week summer program at Carson Elementary School.

Nexplore already has a team in place of 10 STEAM instructors who have been successfully teaching Nexplore STEAM afterschool classes throughout the academic year at various Denver Public Schools. Our teachers are ready and available to work during summer hours and provide services.

Nexplore recruitment procedures:

- Zoom interview with CEO
- Face to face interview with Nexplore Denver's Regional Manager
- Three reference checkpoints
- Background check
- Sexual abuse and molestation prevention policy – review and sign
- Code of Conduct policy – review and sign one day training session that includes video tutorials, review of tutorial guidebook and lesson plans, project building, class shadowing of the trainee and eventually supervising a class of the trainee by the Regional Manger.

Hiring requirements

1. BA Degree (Major in Education a plus)
2. Two years proven experience in the field of youth enrichment
3. Willingness to undergo a background check



4. Three references checkpoint

Nexplore is collaborating with The Center for Work Education and Employment (**CWEE**) to support vulnerable workers, to train and launch careers. CWEE and Nexplore address the root causes of poverty by providing opportunities and a path to long term employment.

As part of its staff training, Nexplore emphasizes the importance of supporting the underprivileged in order to narrow the achievement gap and offer equal opportunity for all. Nexplore instructors have background experience providing childcare, education, tutoring or youth services. Instructors attend workshops to discuss best practices to deliver exceptional program content aligned with national education standards.

Nexplore practices a rigid protocol to ensure service consistency and continuity. Nexplore practices a three sided communication protocol (Site Director – Regional Manager – Teacher) in case of tardiness or emergency cancelation and contingency plan activation (sending out a substitute teacher when possible or rescheduling). Nexplore’s strong team approach ensures continuity of our program brand within the school systems we serve. Nexplore will hire two instructors who will serve as floaters to cover classes in case of emergency.

Collaboration

Nexplore believes that the most important tool to ensure successful service provision is quick and clear communication between Site Director – Nexplore Instructor and Nexplore Management team. To do so, Nexplore built a cutting-edge Customer Management Software (CRM) that sends automatic notifications between all relevant parties regarding class assignment, schedule changes, alerts regarding upcoming classes, schedule conflicts and substitute assignments. Nexplore software allows us to manage multiple sites successfully and to fluently communicate back and forth with our partner sites and staff.

Scheduling will be managed directly with Site Directors, Nexplore CEO and Regional Manager to ensure all needs are met.

Outcome and Evaluations

The evidence informed programs which were selected for this summer project are aligned with Next Generation Science Standards and been successfully offered at thousands of schools over the past five years. Nexplore uses the following external tools to monitor to collect data and ensure positive outcome:

- Teacher observations with pre and post program comparisons.
- Regional Manager class observations.
- Project assignments and review.
- Conversations with students, parents, staff and site Director to collect feedback.



Nexplore's programs and anticipated outcomes will produce an 80% improvement for participants in the following areas:

1. Critical thinking, problem-solving, and logical reasoning.
2. STEAM knowledge and skills.
3. Intrapersonal and interpersonal social skills.
4. Emotional awareness and management of self.
5. Physical health and fitness.
6. Increase self-confidence while being challenged to learn new skills.
7. Cultural understanding, global awareness and respect for humankind.

Nexplore's programs have been proven to help children develop confidence, empathy, self-awareness and interpersonal skills. These attributes develop in our young participants as they navigate through the program process and learn new creative thinking and hands-on skills. Children learn to work together to accomplish the goal of a specific project, becoming more socially aware of team-mates, respect differences and individual abilities.

Participants become more willing to express awareness of their own feelings and those of others. They display self-control and learn to manage their emotions, expressing feelings through words. They become more able to form healthy friendships.

The following attributes of Nexplore's program help achieve the above outcomes:

1. The core of Nexplore's mission is to instill a joy of learning through fun and educational activities.
2. Each activity offered to selected age levels prompts critical thinking and problem solving, working together to achieve successful completion of the project, thereby increasing self-confidence.
3. Each hands-on project activities creates the motivation to learn and explore, increasing self-satisfaction in attaining stated goals. In other words, a sense of pride in self - "I did this!"

Pricing

Pricing per site

Flat fee cost per class: \$180 (up to 20 students)

Estimated Number of classes per day: 12

Estimated Number of classes based on 28 days: 336

Sub Total cost for classes: \$60,480 (price will be adjusted based on agreed schedule)



Total cost per site: \$60,480 (price will be adjusted based on agree schedule and number of sites)

Estimated total cost for 5 sites: \$302,400



Organization's systems to ensure sound fiscal management of grant funds

All grant funds are managed by a designated organization accountant who segregates OUSD grant income and expenses for program budget monitoring. Masters Accounting Services, Inc., 6797 Main Street, Miami Lakes, FL 33014 oversees all accounting management functions and tax returns for Nexplore LLC. Nexplore LLC will contribute \$33,500 towards Lead Agency In-Kind Contributions.

Nexplore LLC does not have audited financial statements at this time. However, our accounting management company, Masters Accounting Services, Inc. works closely with our organization management, program supervisors, and accounting staff to ensure appropriate recording of all grant funds and expenditure for accurate reporting purposes.

A handwritten signature in black ink, appearing to read "Izidor Larea".

Izidor Larea
Nexplore CEO



Nexlore Programs Descriptions

Sports Science: With near-perfect pitches, swings, kicks, strokes and sprints, an athlete’s skills come down to countless hours of practice and a whole lot of science. Designed to excite students by bringing STEM into their favorite activities, this program thrives on action-packed learning experiences. Each day, learners investigate the mechanics of a different movement, connecting STEM concepts, like force, motion and the influence of gravity, to the movement of their own bodies. What does friction have to do with soccer? Why would a football player need to know about unbalanced forces? How would an Olympian hold up against a kangaroo in the long jump? Answer these questions and so much more in Sports Science!

BrickLab Magic Beans: Capture imaginations with this STEAM enrichment program! From Jack and the Beanstalk to the golden touch of King Midas, BrickLAB Magic Beans brings fairy tales to life through thrilling engineering, language arts and collaborative communication activities. Designed with a focus on arts integration, each of the 12, one-hour lessons challenges students to boost fluency, vocabulary, comprehension and hands-on creativity as they work together to build the characters and stage props needed to act out the different folktales highlighted in every unit. Combine manipulative-based engineering activities with a sprinkle of magic and let fiction fly in BrickLAB Magic Beans.

Robocoding: Coding without a computer? It’s the best way to start! This program gives students a hands-on introduction to the fundamentals of both coding and robotics, allowing them to build and execute programs in the real world! With award-winning Cubelets kits, students combine robotic cubes—each with their own unique function—to create machines that can light up, move, and interact with the world around them. Students gain an in-depth understanding of fundamental concepts like inputs, outputs, and processing, and discover how simple building-blocks can come together to perform more and more complex tasks. By working together to solve coding and building challenges, students also reinforce essential life skills like teamwork, communication, and problem-solving.

Nature Watch: Environmental science comes alive with Nature Watch activity kits! Each activity is centered around a hands-on project designed to engage, enlighten, and enliven the learning process. Each course covers one important topic, like animals, ecosystems, climate, and more. To further promote discover, all kits include a craft so each participant can “make and take” their project home. Nature Watch’s activity kits are fully aligned to NGSS, advance 21st century science education and are mapped for STEAM extensions.

Science of Superpowers: The world of comic books is full of heroes, villains, challenges and triumphs — and the heroes need help! Ready to see just what it takes to be super?

NEXPLORE

the joy of learning

In this educator favorite, learners answer the call for aid by dissecting superhero skill sets to uncover the science behind superpowers.

Strawbees: Strawbees is an award-winning prototyping toy for makers of all ages. Strawbees construction set is made of plastic, paper, and other polymers for hands-on exploration with versatile straw pieces for making building and idea creation accessible for all ages and learning needs.

Nexplore Games: Nexplore Games is an innovative program that uses an internationally acclaimed selection of strategy and mind games to enhance 21st century life skills and teach students **how to think, rather than what to think.**

Magic: Welcome to the world of Magic where every child is a star! In this unique course, students build self-confidence, performance skills, and theatrical charm to wow their audience with tricks from their very own magic kits! New to the world of magic? This is the perfect place to start! This course offers an experienced instructor, a step-by-step guidebook, and access to tutorial videos so children can continue their practice at home. Plus, all our stars will have a chance to shine by performing their new skills for family and friends in an end-of-session magic show!

Art Rods: In our Art Rods Program your students will learn the basics of 3D design, sculpting and modeling which will release their creativity, and let their imagination go in this fun and engaging art program. We use an inventive and fun material called Art Rods which is a brand new modeling material, a foam rod with wire core which is perfect for prototyping inventions, creating art, teaching children alphabet letters, or assisting STEAM kids. It is fun, colorful, squishy, and an extreme creativity tool. Your students can make dozens of objects like Animals, Airplanes, Pencil holders, flowers and more. They will take home their creations to share with their family and friends.

Makers Club: **Nexplore Makers Club** is an engineering program designed to inspire kids to pursue futures in science & technology. Students interact with fun Maker Kits that enhance mechanical, artistic, and engineering skills, while encouraging them to act as inventors in their own right. Participants design their own remote controlled hydraulic arms, learn to harness energy to power race cars, and experiment with structural design. Plus, students can keep their inventions and proudly share their projects with family and friends.

NEXPLORE LLC
403 NE 2ND AVE
HALLANDALE BEACH FL 33009

CitiBusiness® ACCOUNT AS OF OCTOBER 31, 2022

Relationship Summary:

Checking	-----
Savings	\$300,049.39
Checking Plus	-----

SERVICE CHARGE SUMMARY FROM SEPTEMBER 1, 2022 THRU SEPTEMBER 30, 2022

Type of Charge	No./Units	Price/Unit	Amount
CITIBUSINESS IMMA # 9119014005			
Average Daily Collected Balance			\$300,000.82
DEPOSIT SERVICES DEPOSIT TICKETS	1	.7500	0.75
Total Charges for Services			\$0.75
Net Service Charge			\$0.75
Charges debited from account # 9119014005			

SAVINGS ACTIVITY

CitiBusiness IMMA

9119014005		Beginning Balance:	\$300,024.66
		Ending Balance:	\$300,049.39
Date	Description	Debits	Credits Balance
10/11	SERVICE CHARGE ACCT ANALYSIS DIRECT DB	0.75	300,023.91
10/31	INTEREST EARNED		25.48
	Total Debits/Credits	0.75	25.48

Interest earned year to date \$50.14

Your CitiBusiness IMMA Account Rates							
For Balances of	\$0	\$25,000	\$50,000	\$100,000	\$500,000	\$1,000,000	\$10,000,000
	to	to	to	to	to	to	
	\$24,999	\$49,999	\$99,999	\$499,999	\$999,999	\$9,999,999	and over
10/01 - 10/31	0.100%	0.100%	0.100%	0.100%	0.750%	0.750%	0.750%

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

Insured Money Market

YOU CAN CALL:

877-528-0990
(For Speech and Hearing
Impaired Customers Only
TTY: 800-945-0258)

YOU CAN WRITE:

CitiBusiness
100 Citibank Drive
San Antonio, TX 78245-9966

For change in address, call your account officer or visit your branch.

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NEXPLORE LLC
403 NE 2ND AVE
HALLANDALE BEACH FL 33009

CitiBusiness® ACCOUNT AS OF OCTOBER 31, 2022

Relationship Summary:

Checking	\$260,055.69
Savings	-----
Checking Plus	-----

SERVICE CHARGE SUMMARY FROM SEPTEMBER 1, 2022 THRU SEPTEMBER 30, 2022

Type of Charge	No./Units	Price/Unit	Amount
STREAMLINED CHECKING # 9139718862			
Average Daily Collected Balance			\$308,085.79
DEPOSIT SERVICES CHECKS, DEP ITEMS/TICKETS, ACH **WAIVE	129	.4500	58.05
Total Charges for Services			\$0.00
Net Service Charge			\$0.00

CHECKING ACTIVITY

CitiBusiness Streamlined Checking

9139718862				Beginning Balance:	\$295,427.89
				Ending Balance:	\$260,055.69
Date	Description	Debits	Credits	Balance	
10/03	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 03		230.00	295,657.89	
10/03	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 03		622.64	296,280.53	
10/03	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 03		825.00	297,105.53	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIKHD8zlawp ORG ID BAC NAME PATRICK	100.00		297,005.53	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIC5qmvEXm ORG ID BAC NAME MIRELLA	100.00		296,905.53	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTI1Q0qy5fBb ORG ID 25J NAME Janaira	109.00		296,796.53	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIwVyYqqsUI ORG ID WFC NAME NAYDA MA	210.67		296,585.86	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIprAxhZald ORG ID BAC NAME PATRICK	240.00		296,345.86	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIKo3t1zwsO ORG ID WFC NAME ATHENA A	270.00		296,075.86	
10/03	OTHER/WITHDRAWAL/ADJ PAY ID CTIVubKnskTy ORG ID NAV NAME LATOYA A	360.00		295,715.86	
10/03	CL AUTO PAYMENTS AUTOMATED LOAN PAYMENT 000009148424130 Oct 03	691.54		295,024.32	
10/03	ACH DEBIT PAYPAL INST XFER GOOGLE MAKO MOB Oct 03	3.99		295,020.33	

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
10/03	ACH DEBIT PAYPAL INST XFER CARRIEDOVE Oct 03	220.00		294,800.33
10/03	ACH DEBIT PAYPAL INST XFER DOWNTOWNSLABBY Oct 03	240.00		294,560.33
10/03	ACH DEBIT PAYPAL INST XFER YOUANDGAB Oct 03	250.00		294,310.33
10/03	ACH DEBIT PAYPAL INST XFER BEATRIZSANTIAGO Oct 03	408.12		293,902.21
10/03	ACH DEBIT PAYPAL INST XFER MEKEDA77 Oct 03	600.00		293,302.21
10/03	ACH DEBIT PAYPAL INST XFER SANDYSUN2723 Oct 03	640.00		292,662.21
10/03	ACH DEBIT PAYPAL INST XFER RONALDODUNIKAN Oct 03	1,140.00		291,522.21
10/03	ACH DEBIT Hollywood Commer WEB PMTS J2P4J6 Oct 03	1,810.50		289,711.71
10/03	CHECK NO: 610	1,250.00		288,461.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTIbJGkiyKWa ORG ID BAC NAME CRYSTAL	72.00		288,389.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTIwn21gm8Pg ORG ID BAC NAME CRYSTAL	200.00		288,189.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTIlgKvjF0aze ORG ID BAC NAME MARCELA	220.00		287,969.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTI6Lxv61Hwg ORG ID PNC NAME RACHEL R	300.00		287,669.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTIczendszuR ORG ID SVB NAME JOSEPH B	580.00		287,089.71
10/04	OTHER/WITHDRAWAL/ADJ PAY ID CTIezOHgSvBf ORG ID FHC NAME SARAH DA	720.00		286,369.71
10/04	ACH DEBIT IAT PAYPAL ALEPH ONLINE EDU ATION Oct 04	49.00		286,320.71
10/04	ACH DEBIT PAYPAL INST XFER PAULABYOUNG Oct 04	250.00		286,070.71
10/04	ACH DEBIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 04	282.00		285,788.71
10/04	ACH DEBIT PAYPAL INST XFER ILAYPOLAT Oct 04	300.00		285,488.71
10/04	ACH DEBIT PAYPAL INST XFER YXY1175 Oct 04	300.00		285,188.71
10/04	ACH DEBIT VENMO PAYMENT 1022697121221 Oct 04	463.45		284,725.26
10/04	ACH DEBIT VENMO PAYMENT 1022697604792 Oct 04	480.00		284,245.26
10/04	CHECK NO: 613	350.00		283,895.26
10/05	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 05		1,100.00	284,995.26
10/05	OTHER/WITHDRAWAL/ADJ PAY ID CTIugUmoivhm ORG ID BAC NAME CRYSTAL	100.00		284,895.26
10/05	OTHER/WITHDRAWAL/ADJ PAY ID CTIAKpafeDdD ORG ID BAC NAME CRYSTAL	200.00		284,695.26
10/06	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475312022		540.00	285,235.26
10/06	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475311970		1,932.00	287,167.26
10/06	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475318069		3,137.00	290,304.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIbcGyoQ3jg ORG ID JPM NAME LAUREN M	50.00		290,254.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIooqfblKzj ORG ID BAC NAME MIRELLA	90.00		290,164.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIan1pcsK3a ORG ID NAV NAME SABRENA	100.00		290,064.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIH3fB5abEa ORG ID SFC NAME RAINA HO	150.00		289,914.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTISOgcxhHle ORG ID BAC NAME STEFAN L	180.00		289,734.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTImc5HuHEgA ORG ID BAC NAME CRYSTAL	250.00		289,484.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTI4iRvmcgwl ORG ID JPM NAME KENNETH	254.00		289,230.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIs5FBjlZS9 ORG ID JPM NAME MINDY YO	300.00		288,930.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTI12o20epMx ORG ID JPM NAME KENNETH	300.00		288,630.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIBrwtiYzh3 ORG ID BAC NAME WASHINGT	525.00		288,105.26

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTICwnlkgPgH ORG ID JPM NAME RYAN POT	720.00		287,385.26
10/06	OTHER/WITHDRAWAL/ADJ PAY ID CTIsYfWcotHr ORG ID BAC NAME RAMA DEL	770.00		286,615.26
10/06	CHECK NO: 611	436.00		286,179.26
10/07	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475355933		360.00	286,539.26
10/07	ELECTRONIC CREDIT INTUIT 72611035 DEPOSIT 524771996135804 Oct 07		480.00	287,019.26
10/07	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 07		550.00	287,569.26
10/07	OTHER/WITHDRAWAL/ADJ PAY ID CTI56fgKWnhm ORG ID JGG NAME JORDAN M	100.00		287,469.26
10/07	ACH DEBIT INTUIT 49243395 TRAN FEE 524771996135804 Oct 07	13.69		287,455.57
10/07	ACH DEBIT PAYPAL INST XFER ZUMBADIVA7 Oct 07	180.00		287,275.57
10/07	ACH DEBIT PAYPAL INST XFER AFRASIA622 Oct 07	199.00		287,076.57
10/07	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 07	350.00		286,726.57
10/07	ACH DEBIT PAYPAL INST XFER WANLIV Oct 07	400.00		286,326.57
10/07	ACH DEBIT PAYPAL INST XFER WYSOKOWT Oct 07	800.00		285,526.57
10/07	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 07	841.40		284,685.17
10/07	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 07	1,088.81		283,596.36
10/07	CHECK NO: 606	300.00		283,296.36
10/11	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 11		59.00	283,355.36
10/11	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 11		166.00	283,521.36
10/11	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 11		275.00	283,796.36
10/11	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475499754		1,820.00	285,616.36
10/11	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475499717		2,940.00	288,556.36
10/11	ELECTRONIC CREDIT PAYPAL TRANSFER 1022772739159 Oct 11		3,800.00	292,356.36
10/11	OTHER/WITHDRAWAL/ADJ PAY ID CTI0Vcb11kiN ORG ID BAC NAME ANDREA S	81.28		292,275.08
10/11	OTHER/WITHDRAWAL/ADJ PAY ID CTIfglH1QObo ORG ID PAT NAME FRANCES	197.50		292,077.58
10/11	OTHER/WITHDRAWAL/ADJ PAY ID CTIjMFTNzqmj ORG ID BAC NAME MIRELLA	360.00		291,717.58
10/11	OTHER/WITHDRAWAL/ADJ PAY ID CTI29Gmlagbt ORG ID CTI NAME ANIBAL P	600.00		291,117.58
10/11	ACH DEBIT PAYPAL INST XFER WANLIV Oct 11	50.00		291,067.58
10/11	ACH DEBIT PAYPAL INST XFER BARBARALGARNER Oct 11	150.00		290,917.58
10/11	ACH DEBIT PAYPAL INST XFER BRIGITTESAWONDE Oct 11	200.00		290,717.58
10/11	ACH DEBIT PAYPAL INST XFER DOWNTOWNSLABBY Oct 11	240.00		290,477.58
10/11	ACH DEBIT PAYPAL INST XFER GFMWAGNER Oct 11	300.00		290,177.58
10/11	ACH DEBIT VENMO PAYMENT 1022772517314 Oct 11	345.00		289,832.58
10/11	ACH DEBIT PAYPAL INST XFER RPMOLG91 Oct 11	364.00		289,468.58
10/11	ACH DEBIT PAYPAL INST XFER KIMSHAIRSALE Oct 11	400.00		289,068.58
10/11	ACH DEBIT PAYPAL INST XFER DAWNBIRDSILL Oct 11	463.00		288,605.58
10/11	ACH DEBIT PAYPAL INST XFER SKYLKCHABAD Oct 11	613.00		287,992.58
10/11	ACH DEBIT VENMO PAYMENT 1022776188153 Oct 11	616.00		287,376.58
10/11	ACH DEBIT PAYPAL INST XFER BRIGITTESAWONDE Oct 11	800.00		286,576.58
10/11	ACH DEBIT PAYPAL INST XFER RONALDODUNIKAN Oct 11	1,200.00		285,376.58

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
10/11	ACH DEBIT PAYPAL INST XFER MARY10MAC Oct 11	1,401.00		283,975.58
10/11	ACH DEBIT IRS USATAXPYMT 227268466174630 Oct 11	2,997.86		280,977.72
10/11	CHECK NO: 617	180.00		280,797.72
10/11	CHECK NO: 612	1,200.00		279,597.72
10/12	OTHER/WITHDRAWAL/ADJ PAY ID CTIDbzvgyz1 ORG ID JPM NAME LOLIANNA	100.00		279,497.72
10/12	OTHER/WITHDRAWAL/ADJ PAY ID CTIIlzbcpavj ORG ID NAV NAME SABRENA	100.00		279,397.72
10/12	ACH DEBIT PAYPAL INST XFER TIGERLILEE86 Oct 12	200.00		279,197.72
10/12	ACH DEBIT PAYPAL INST XFER CARAHAMMOND44 Oct 12	360.00		278,837.72
10/12	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 12	425.00		278,412.72
10/12	ACH DEBIT PAYPAL INST XFER ANNIEHHEY Oct 12	738.93		277,673.79
10/12	ACH DEBIT VENMO PAYMENT 1022848407244 Oct 12	840.00		276,833.79
10/12	CHECK NO: 616	360.00		276,473.79
10/13	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 13		550.00	277,023.79
10/13	ELECTRONIC CREDIT VENMO CASHOUT 1022871617165 Oct 13		783.00	277,806.79
10/13	OTHER/WITHDRAWAL/ADJ PAY ID CTIj6AH9kpa6 ORG ID BAC NAME WASHINGT	450.00		277,356.79
10/13	ACH DEBIT CHASE CREDIT CRD AUTOPAYBUS 00000000233553 Oct 13	1,465.21		275,891.58
10/14	ELECTRONIC CREDIT INTUIT 10214965 DEPOSIT 524771996135804 Oct 14		225.00	276,116.58
10/14	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 14		275.00	276,391.58
10/14	ELECTRONIC CREDIT Wings for Kids Receivable 025VINBDQLBMGZE Oct 14 025VINBDQLBMGZE Wings for Kids Bill.com Inv		1,250.00	277,641.58
10/14	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475606821		7,200.00	284,841.58
10/14	OTHER/WITHDRAWAL/ADJ PAY ID CTIIzLt5iwc ORG ID JPM NAME DEBORAH	181.57		284,660.01
10/14	OTHER/WITHDRAWAL/ADJ PAY ID CTIqBNwscdHk ORG ID BAC NAME PATRICK	214.00		284,446.01
10/14	OTHER/WITHDRAWAL/ADJ PAY ID CTI1qaNxhlSd ORG ID JPM NAME KENNETH	290.00		284,156.01
10/14	ACH DEBIT INTUIT 87138185 TRAN FEE 524771996135804 Oct 14	6.55		284,149.46
10/14	ACH DEBIT PAYPAL INST XFER GETEMPOWERE Oct 14	750.00		283,399.46
10/14	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 14	841.40		282,558.06
10/14	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 14	1,088.80		281,469.26
10/17	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 17		825.00	282,294.26
10/17	ELECTRONIC CREDIT MCDS 8279 PAYMENT NEXPLORE LLC Oct 17		7,160.00	289,454.26
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTIyKojxlds ORG ID JPM NAME YUVAL KL	100.00		289,354.26
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTIzLNnd3RIV ORG ID JPM NAME JAREN LI	120.00		289,234.26
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTI15cmZGvTp ORG ID JPM NAME RYAN POT	180.00		289,054.26
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTI9ut5GtcR4 ORG ID NAV NAME LATOYA A	270.00		288,784.26
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTI8AQthM62W ORG ID WFC NAME DEBRA RU	461.54		288,322.72
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTIo1V2ckrVf ORG ID SVB NAME JOSEPH B	575.00		287,747.72
10/17	OTHER/WITHDRAWAL/ADJ PAY ID CTIIKvzW3zv ORG ID FHC NAME SARAH DA	1,020.00		286,727.72
10/17	OFF-US ATM WITHDRAWAL WINE BEER and DELI HALLANDALE FLUS051	103.99		286,623.73
10/17	ACH DEBIT PAYPAL INST XFER KIMSHAIRSAL Oct 17	100.00		286,523.73
10/17	ACH DEBIT PAYPAL INST XFER CARRIEDOVE Oct 17	220.00		286,303.73

CHECKING ACTIVITY

Continued

Date	Description	Debits	Credits	Balance
10/17	ACH DEBIT PAYPAL INST XFER BARBARALGARNER Oct 17	255.84		286,047.89
10/17	ACH DEBIT VENMO PAYMENT 1022906885417 Oct 17	281.79		285,766.10
10/17	ACH DEBIT PAYPAL INST XFER ILAYPOLAT Oct 17	300.00		285,466.10
10/17	ACH DEBIT PAYPAL INST XFER SANDYSUN2723 Oct 17	480.00		284,986.10
10/18	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 18		230.00	285,216.10
10/18	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475735663		6,992.00	292,208.10
10/18	MOBILE CHECK DEPOSIT FOR REFERENCE # 9475735681		7,820.00	300,028.10
10/18	OTHER/WITHDRAWAL/ADJ PAY ID CTIxrQyDa6Ra ORG ID PNC NAME RACHEL R	260.00		299,768.10
10/18	ACH DEBIT PAYPAL INST XFER SARAPOLLOCK Oct 18	200.00		299,568.10
10/19	OTHER/WITHDRAWAL/ADJ PAY ID CTIQ5zGhj0lb ORG ID NAV NAME SABRENA	100.00		299,468.10
10/19	OTHER/WITHDRAWAL/ADJ PAY ID CTIclCbS1jYj ORG ID BAC NAME WASHINGT	475.00		298,993.10
10/19	OTHER/WITHDRAWAL/ADJ PAY ID CTIQZjceW0cc ORG ID OJA NAME JENNY LU	1,895.00		297,098.10
10/19	ACH DEBIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 19	76.00		297,022.10
10/19	ACH DEBIT FPL DIRECT DEBIT ELEC PYMT 6920536585 PPDA Oct 19	159.07		296,863.03
10/19	ACH DEBIT PAYPAL INST XFER DOWNTOWNSLABBY Oct 19	240.00		296,623.03
10/19	CHECK NO: 619	705.00		295,918.03
10/20	OTHER/WITHDRAWAL/ADJ PAY ID CTInK0zfHnBn ORG ID BAC NAME CHLOE BU	64.00		295,854.03
10/20	OTHER/WITHDRAWAL/ADJ PAY ID CTIwzMCUnbGc ORG ID BAC NAME LEEHY SH	165.00		295,689.03
10/20	OTHER/WITHDRAWAL/ADJ PAY ID CTISNniMxLHc ORG ID OJA NAME JENNY LU	320.00		295,369.03
10/20	OTHER/WITHDRAWAL/ADJ PAY ID CTIhmVulbqAN ORG ID BAC NAME MIRELLA	720.00		294,649.03
10/20	ACH DEBIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 20	18.00		294,631.03
10/21	OTHER/WITHDRAWAL/ADJ PAY ID CTIIDHobvQeG ORG ID CTI NAME ANIBAL P	240.00		294,391.03
10/21	OTHER/WITHDRAWAL/ADJ PAY ID CTImgjGocC6s ORG ID JGG NAME JORDAN M	300.00		294,091.03
10/21	OTHER/WITHDRAWAL/ADJ PAY ID CTIkYbScGKN ORG ID JPM NAME NATHAN P	448.00		293,643.03
10/21	OTHER/WITHDRAWAL/ADJ PAY ID CTIsByhpcSpp ORG ID BAC NAME ADAMS TO	560.00		293,083.03
10/21	ACH DEBIT VENMO PAYMENT 1023019357470 Oct 21	480.00		292,603.03
10/21	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 21	790.00		291,813.03
10/21	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 21	841.40		290,971.63
10/21	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 21	1,088.81		289,882.82
10/24	OTHER/WITHDRAWAL/ADJ PAY ID CTI1f5Mdaiy5 ORG ID BAC NAME RAVEN LE	286.50		289,596.32
10/24	ACH DEBIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 24	19.00		289,577.32
10/24	ACH DEBIT VENMO PAYMENT 1023032691416 Oct 24	120.00		289,457.32
10/24	ACH DEBIT PAYPAL INST XFER DOWNTOWNSLABBY Oct 24	120.00		289,337.32
10/24	ACH DEBIT PAYPAL INST XFER KIMSHAIRSAAL Oct 24	200.00		289,137.32
10/24	ACH DEBIT PAYPAL INST XFER WANLIV Oct 24	300.00		288,837.32
10/24	ACH DEBIT VENMO PAYMENT 1023053484961 Oct 24	584.00		288,253.32
10/25	ELECTRONIC CREDIT Woodland School Receivable 025CQQCZXF1D4 Oct 25 025CQQCZXF1D4 Woodland School Bill.com In		12,454.00	300,707.32
10/25	ACH DEBIT PAYPAL INST XFER DAWNIBIRDSILL Oct 25	454.00		300,253.32
10/25	ACH DEBIT PAYPAL INST XFER ETHANHARDGR Oct 25	693.00		299,560.32

CHECKING ACTIVITY **Continued**

Date	Description	Debits	Credits	Balance
10/25	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 25	720.00		298,840.32
10/25	ACH DEBIT TD AUTO FINANCE LOAN PYMT 002911103960445 Oct 25	776.56		298,063.76
10/25	ACH DEBIT CHASE CREDIT CRD AUTOPAYBUS 00000000246832 Oct 25	3,704.49		294,359.27
10/26	OTHER/WITHDRAWAL/ADJ PAY ID CTIix11hv6Qn ORG ID NAV NAME SABRENA	100.00		294,259.27
10/26	OTHER/WITHDRAWAL/ADJ PAY ID CTImI56oonf9 ORG ID BAC NAME THE RIVI	150.00		294,109.27
10/26	OTHER/WITHDRAWAL/ADJ PAY ID CTIgcDvkvQjR ORG ID WFC NAME DEBRA RU	170.00		293,939.27
10/26	OTHER/WITHDRAWAL/ADJ PAY ID CTIYZgT3snwL ORG ID JPM NAME GUILHERM	512.00		293,427.27
10/26	ACH DEBIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 26	166.00		293,261.27
10/26	ACH DEBIT PAYPAL INST XFER MALENELI Oct 26	428.50		292,832.77
10/26	ACH DEBIT VENMO PAYMENT 1023107057902 Oct 26	528.50		292,304.27
10/26	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 26	1,500.00		290,804.27
10/27	MOBILE CHECK DEPOSIT FOR REFERENCE # 9476036308		150.00	290,954.27
10/27	ELECTRONIC CREDIT MERCHANT BNKCD DEPOSIT 334289654884 Oct 27		180.00	291,134.27
10/27	MOBILE CHECK DEPOSIT FOR REFERENCE # 9476036295		2,500.00	293,634.27
10/27	ELECTRONIC CREDIT Beacon Network S Receivable 016SSNCSE2F8G9F Oct 27 016SSNCSE2F8G9F Beacon Network S Bill.com Mu		7,400.00	301,034.27
10/27	OTHER/WITHDRAWAL/ADJ PAY ID CTIKaOksXdxv ORG ID PAT NAME FRANCES	180.00		300,854.27
10/27	OTHER/WITHDRAWAL/ADJ PAY ID CTIIsnZnyaLf ORG ID WFC NAME NHI LE	250.00		300,604.27
10/27	OTHER/WITHDRAWAL/ADJ PAY ID CTIInoNcTq3Zt ORG ID WFC NAME NAYDA MA	311.00		300,293.27
10/27	OTHER/WITHDRAWAL/ADJ PAY ID CTIgmkF3HqUI ORG ID BAC NAME JUMARI C	490.00		299,803.27
10/27	ACH DEBIT PAYPAL INST XFER BARBARALGARNER Oct 27	225.00		299,578.27
10/27	ACH DEBIT PAYPAL INST XFER GFMWAGNER Oct 27	300.00		299,278.27
10/27	ACH DEBIT AMERICAN EXPR ACH PMT A0816 Oct 27	39,723.36		259,554.91
10/27	CHECK NO: 614	540.00		259,014.91
10/28	ATM DEPOSIT 2750 AVENTURA BLVD, AVENTURA, FL		16,362.65	275,377.56
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTIh5QcaVphz ORG ID BAC NAME RAVEN LE	160.00		275,217.56
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTIapzuo3YpC ORG ID JPM NAME DEBORAH	231.21		274,986.35
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTImsjUuxkqH ORG ID WFC NAME DEV PATE	240.00		274,746.35
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTIXzme27mC ORG ID BAC NAME WASHINGT	375.00		274,371.35
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTIjqnlKpjCx ORG ID BAC NAME PATRICK	720.00		273,651.35
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTIpm31Cxlla ORG ID JPM NAME EVANGELI	1,125.00		272,526.35
10/28	OTHER/WITHDRAWAL/ADJ PAY ID CTITgAKUHlcy ORG ID WFC NAME SKYLAR L	1,859.50		270,666.85
10/28	ACH DEBIT PAYPAL INST XFER KIMSHAIRSAL Oct 28	200.00		270,466.85
10/28	ACH DEBIT PAYPAL INST XFER WANLIV Oct 28	350.00		270,116.85
10/28	ACH DEBIT VENMO PAYMENT 1023145196334 Oct 28	360.00		269,756.85
10/28	ACH DEBIT PAYPAL INST XFER ANNIEHHEY Oct 28	380.39		269,376.46
10/28	ACH DEBIT PAYPAL INST XFER YOUANDGAB Oct 28	500.00		268,876.46
10/28	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 28	841.40		268,035.06
10/28	ACH DEBIT PAYROLL PAYROLL 14926292 Oct 28	1,088.80		266,946.26
10/28	ACH DEBIT PAYPAL INST XFER BNCHERNANDEZ112 Oct 28	2,128.00		264,818.26

CHECKING ACTIVITY **Continued**

Date	Description	Debits	Credits	Balance
10/28	CHECK NO: 620	226.00		264,592.26
10/31	OTHER/WITHDRAWAL/ADJ PAY ID CTIed5lq6BCq ORG ID BAC NAME LEEHY SH	130.00		264,462.26
10/31	OTHER/WITHDRAWAL/ADJ PAY ID CTIeHNgzpEnf ORG ID JPM NAME JAREN LI	160.00		264,302.26
10/31	OTHER/WITHDRAWAL/ADJ PAY ID CTIx87DjTrjl ORG ID JPM NAME KAWAUN D	200.00		264,102.26
10/31	OTHER/WITHDRAWAL/ADJ PAY ID CTIloh2dywbf2 ORG ID NAV NAME LATOYA A	270.00		263,832.26
10/31	OTHER/WITHDRAWAL/ADJ PAY ID CTIszVITi9yg ORG ID PNC NAME RACHEL R	1,002.00		262,830.26
10/31	ACH DEBIT VENMO PAYMENT 1023163424892 Oct 31	56.25		262,774.01
10/31	ACH DEBIT VENMO PAYMENT 1023163383434 Oct 31	84.00		262,690.01
10/31	ACH DEBIT PAYPAL INST XFER DOWNTOWNSLABBY Oct 31	300.00		262,390.01
10/31	ACH DEBIT PAYPAL INST XFER ILAYPOLAT Oct 31	300.00		262,090.01
10/31	ACH DEBIT PAYPAL INST XFER CARRIEDOVE Oct 31	361.27		261,728.74
10/31	ACH DEBIT VENMO PAYMENT 1023165405465 Oct 31	423.05		261,305.69
10/31	CHECK NO: 622	1,250.00		260,055.69
	Total Debits/Credits	126,565.49	91,193.29	

Checks Paid											
Check	Date	Amount	Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
606	10/07	300.00	610*	10/03	1,250.00	611	10/06	436.00	612	10/11	1,200.00
613	10/04	350.00	614	10/27	540.00	616*	10/12	360.00	617	10/11	180.00
619*	10/19	705.00	620	10/28	226.00	622*	10/31	1,250.00			

* indicates gap in check number sequence Number Checks Paid: 11 Totaling: \$6,797.00

CUSTOMER SERVICE INFORMATION

<p>IF YOU HAVE QUESTIONS ON:</p> <p>Checking</p>	<p>YOU CAN CALL:</p> <p>877-528-0990 (For Speech and Hearing Impaired Customers Only TTY: 800-945-0258)</p>	<p>YOU CAN WRITE:</p> <p>CitiBusiness 100 Citibank Drive San Antonio, TX 78245-9966</p>
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For change in address, call your account officer or visit your branch.

Nexplore LLC

Profit and Loss

January 1 - November 22, 2022

	TOTAL
Income	
Architecture 3Dux	6,505.00
Art	192,125.50
BrickLab	25,290.00
Build A Bot	7,460.00
Capoeira	132,873.80
Claymation	2,560.00
Discounts given	-1,391.85
Flight & Aerodynamics	1,760.00
Magic	98,670.34
Makers Club	384,774.22
Mandarin	6,300.00
Mix	648,007.70
Music	2,856.00
Nexplore Games	186,292.20
Robocoding	103,498.00
Sales of Product Income	0.06
Science	205,045.20
Services	333,197.40
Spanish	3,850.00
Strawbees	26,773.00
Tech	187,397.40
Zumba	211,132.90
Total Income	\$2,764,976.87
Cost of Goods Sold	
Cost of Goods Sold	254,275.75
Total Cost of Goods Sold	\$254,275.75
GROSS PROFIT	\$2,510,701.12
Expenses	
Advertising/Promotional	8,259.03
Auto	11,014.30
Auto Insurance	2,253.45
Business License	6,862.21
Charitable Contributions	6,700.54
Computer & Internet	2,219.97
Computer Software	23,148.43
Conferences	20,599.82
Delivery	1,539.00
Dues & subscriptions	1,218.46
Fee	4,822.85
Fingerprinting/Background	1,173.75

Nexplore LLC

Profit and Loss

January 1 - November 22, 2022

	TOTAL
Gas	6,474.52
Insurance	1,481.00
Meals & Entertainment	32,162.33
Office	40,944.09
Outside Services	735,967.27
Parking	467.22
Payroll Expenses	86,395.83
Taxes	8,731.65
Wages	108,100.00
Total Payroll Expenses	203,227.48
Professional Fee	9,055.46
QuickBooks Payments Fees	1,402.49
Rent	19,915.50
Repair/maintenance	23,114.18
Shipping	31,378.58
Taxes Paid	8,321.00
Telephone	3,541.19
Travel	24,557.15
Utilities	1,822.30
Total Expenses	\$1,233,643.57
NET OPERATING INCOME	\$1,277,057.55
Other Expenses	
Business Tax	227.00
Total Other Expenses	\$227.00
NET OTHER INCOME	\$ -227.00
NET INCOME	\$1,276,830.55



Describe how your organization will secure additional funding to match contracted OUSD funds

As evidenced in Nexplore's bank and profit & loss statements, our organization will have more than sufficient funds to match contracted OUSD funding. Our organizational income budget will support all matching OUSD funding. Nexplore LLC intends to provide 30% of in-kind services to support the entire program as evidenced in our budget attached.

A handwritten signature in black ink, appearing to read "Izidor Larea".

Izidor Larea
Nexplore CEO



Job Description:

Nexplore's Site Coordinators are responsible for the overall operations and successful performance of our programs and services. Site Coordinators are highly trained, organized and have a keen attention to detail. Job responsibilities include but are now limited to managing and scheduling of teaching staff, acquisition of learning resources, participant attendance recording, and relationships with parents and children. Site coordinator is also responsible for meeting all District administrative needs i.e attendance reporting, safety concerns, program operations and staff supervision.

Nexplore's Program Instructors are in charge of managing a class of up to 20 students. Responsibilities include but not limited to meeting lesson and academic goals, taking attendance, concern for children's safety, social-emotional and academic needs and progress. Program Instructors report to Site Coordinator.

NEXPL**ORE**
the joy of learning
Letter of Agreement

Date November 22nd, 2022

Oakland Unified School District
Attention: Procurement Department
900 High Street - 2nd Floor
Oakland, CA 94601

To whom it may concern:

RE: RFP#22-129CSSS

Please be advised that Izidor Larea, CEO of Nexlore LLC, is the authorized person to obligate Nexlore LLC to perform all commitments as stated in the enclosed OUSD RFP application. Nexlore LLC is willing and able to perform the commitments contained in the application, and has more than 10 years successful performance outcomes in providing expanded learning and after school / summer programming.

Very truly yours,



Izidor Larea, CEO
Nexlore LLC



Bay Area
Community
Resources

November 28th, 2022

To Whom It May Concern,

Bay Area Community Resources (**BACR**) strongly recommends the educational enrichment programming of Nexlore USA. The educators of Nexlore have implemented many successful afterschool programs in Northern California since 2017. In our assessment Nexlore provides meaningful learning experiences that we would label high quality. Nexlore runs classes at numerous BACR sites and this partnership allows BACR tremendous range in programming.

Nexlore afterschool and on-site field trip expertise coupled with their collaborative and innovative techniques make them a leader in the industry of supplementary education needs. They are detail-oriented, passionate, and always open to constructive feedback, making our business relationship both effortless and pleasant.

I recommend Nexlore for any role through which they can contribute their remarkable creativity and dedication. If contracted, I am confident that they will make it their mission to foster the joy of each student's learning, so that each child may discover and explore a passion that drives him/her to excel.

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

Regards,

A handwritten signature in blue ink that reads "Shayna Shapiro".

Shayna Shapiro
East Bay Afterschool Programs
(510)559-3010



November 28, 2022

To Whom It May Concern:

I am writing to recommend the educational enrichment services of Nexlore USA. The educators of Nexlore have implemented many successful afterschool and summer camp services from 2014-2022 for the City of Hialeah's Education and Community Services Department.

Their afterschool and onsite field trip expertise coupled with their collaborative and innovation techniques made them the go-to expert for our supplementary education needs. Students who participate in the programs that are offered by Nexlore USA look forward to their enrichment time and enjoy the activities that are planned. Students in our programs range from 5-16 years old, and they are able to accommodate a variety of enrichment classes that are hands on, engaging, and educational. They are detail oriented, passionate, and always open to constructive feedback, making our business relationship both effortless and pleasant.

I recommend Nexlore for any role though which they can contribute their remarkable creativity and dedication. If contracted, I am confident that they will make it their mission to foster the joy of each student's learning, so that each child may discover and explore a passion that drives him/her to excel.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Sharon Dziedzic".

Sharon Dziedzic

Education Supervisor, City of Hialeah

Education and Community Services

7400 W 24th Avenue, Hialeah FL 33016

sdziedzic@hialeahfl.gov



Nexplore Quality of Service - Monitoring Procedures

The evidence informed programs which were selected for this summer project are aligned with Next Generation Science Standards and been successfully offered at thousands of schools over the past five years. Nexplore uses the following external tools to monitor to collect data and ensure positive outcome:

- Teacher observations with pre and post program comparisons.
- Regional Manager class observations.
- Project assignments and review.
- Conversations with students, parents, staff and site Director to collect feedback.

Nexplore's programs and anticipated outcomes will produce an 80% improvement for participants in the following areas:

1. Critical thinking, problem-solving, and logical reasoning.
2. STEAM knowledge and skills.
3. Intrapersonal and interpersonal social skills.
4. Emotional awareness and management of self.
5. Physical health and fitness.
6. Increase self-confidence while being challenged to learn new skills.
7. Cultural understanding, global awareness and respect for humankind.



Statement of Qualification

Nexplore LLC is a National enrichment service provider established in 2016 with a mission statement *to foster the joy of learning* through a wide range of 25 STEAM, Life Skills and Fitness solutions. Currently Nexplore offers year-long programs at over 200 sites across eight states around the country. Our company has attained a Five Star rating on Google's Business Review.

Since its inception, Nexplore has worked in communities represented by diverse populations of race, color, economic and social standing. Our programs are fully adaptable to the needs of the children and families we serve. Our program models the theory of learning through fun and exploration, which is inclusive of all demographic and socio-economic populations. Nexplore has significant experience with communities in historically black/Hispanic neighborhoods of Miami, Broward and Palm Beach Counties, FL; the Bay Area, San Leandro and Oakland Unified School Districts of California.

As a usual matter of course, over the summer students forget some of what they learned in school. During the summer, formal schooling stops, and learning loss happens at roughly the same rate for all students.

We are committed to offering a diverse range of learning opportunities where students can explore their passions and strengthen core Life Skills needed to thrive in the 21st century. This includes:

- Critical thinking, problem-solving, and logical reasoning.
- STEAM knowledge and skills.
- Intrapersonal and Interpersonal social skills.
- Emotional awareness and management.
- Creative thinking and innovation.
- Physical health and fitness.
- Cultural understanding, global awareness, and respect for humankind.

Nexplore works with many school districts and youth organizations across the nation and has the qualified staffing, experience, curriculum and learning supply to deliver high volume quality services in multiple sites simultaneously. We work closely with several grant funded organizations, such as **21st Century Community Learning Centers (21st CCLC)** who contract with Nexplore to provide specialized services for their students.

Partnerships Include:

- Denver's Extended Learning and Community School Department.
- Oakland Unified School District, CA.
- San Leandro School District, CA.
- Hayward Unified School District, CA.
- Austin Library System, TX.
- City of Hialeah, Education, and Community Services Department.

Through relationships with Oakland area community colleges and universities career services, Nexplore is able to hire high-performing college, post-college, career and retired professionals.

We focus on hiring candidates who see themselves as whole life learners, express passion for learning new skills, and relate to our teaching philosophy. We recruit candidates who enjoy working with youth and take pride in their work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 Riemer Insurance Group, Inc. P O Box 250 Hallandale, FL 33008	CONTACT NAME: Ketsia Milord PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS: kmilord@riemerinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Company INSURER B: Markel American Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 Nexplere, Nexplere LLC; Nexplere USA; Nexplere Franchise Group LLC
 403 NE 2nd Ave
 Hallandale, FL 33009

COVERAGES

CERTIFICATE NUMBER:

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 OTHER:	X		PHPK2361906	12/26/2021	12/26/2022	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2361906	12/26/2021	12/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Accident			AMM2609-01	12/7/2021	12/7/2022	SEE NOTES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oakland Unified School District is additional insured with respect to Genera Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

AGENCY Riemer Insurance Group, Inc.		NAMED INSURED Nexplore, Nexplore LLC; Nexplore USA; Nexplore Franchise Group LLC 403 NE 2nd Ave Hallandale, FL 33009	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Student Accident

****Student Accident: Effective 12/07/2021- 12/07/2022 Carrier: Markel Insurance Company - Policy# AMM2609-01**

Aggregate Limit of Indemnity:\$250,000 Accidental Death & Dismemberment: \$5,000 Accident Medical Expense:\$25,000

Dental Accident Expense: ncluded in AME Benefit Sickness Medical Expense: NIL Catastrophic Cash Benefit:

NIL Benefit Period: 52 weeks Accident medical, Dental accident and sickness medical coverages are subject per claim deductible of \$0.00

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK2361906

Additional Insured

City Of Miramar, 2300 Civic Center Pl,
Miramar, FL 33025
2300 Civic Center Pl
Miramar, FL 33025-6577

CG2026 - FL - Loc #1

Additional Insured

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

CG2026 - General Liability
Re: Tutoring

Additional Insured

Kidventure
2501 Central Pkwy Ste B2
Houston, TX 77092-7740

CG2026 - General Liability

Additional Insured

Antioch Unified School District
510 G St
Antioch, CA 94509-1259

CG2026 - General Liability
Re: Tutor class

Additional Insured

City of Austin
PO Box 1088
Austin, TX 78767-1088

CG2026 - General Liability
RE: Tutor class

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK2361906

Additional Insured

The City of Agoura Hills, its officers,
officials, employees and volunteers
30001 Ladyface Ct
Agoura Hills, CA 91301-2583

CG2026 - General Liability
Re: Zumba Class

Additional Insured

City of Milpitas
455 Calaveras Blvd
Milpitas, CA 95035-5411

CG2026 - General Liability

Additional Insured

Cajon Valley Union School District
750 E. Main Street
El Cajon, CA 92020-4012

CG2026 - General Liability
Remarks: Summer Camp Services

Additional Insured

City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301-1016

CG2026 - General Liability
providing Summer Camp Services



November 22, 2022

To whom it may concern,

All Nexplore staff working within OUSD passed fingerprint review by CA DOJ and FBI, TB testing requirements, mandate reporting and meet the minimum Instructor Aid (IA) qualification and are first Aid, concussion and CPR certified.

Sincerely,

A handwritten signature in black ink, appearing to read "Dori Larea".

Dori Larea
CEO
Nexplore