



REQUEST FOR QUALIFICATION (RFQ)

LEARNING ENRICHMENT ATHLETICS ARTS & ACADEMICS (LEAP) PROGRAM

**ENRICHMENT PROVIDERS
for 2024-25 and 2025-26**

RFQ-2024-LEAP

[Natomas Unified School District](#)
[1901 Arena Blvd. Sacramento CA 96834](#)

NOTICE OF INVITATION

The Natomas Unified School District (NUSD) invites interested and qualified community partners to respond to serve as an afterschool and/or summer school enrichment program enrichment provider for transitional kindergarten through sixth-grade students (other grades may be added based on need). The Request for Qualification (RFQ) is to prequalify a pool of vendors for extended learning services annually starting in the 2024-2025 school year through 2025-26. Vendors will provide nurturing daily opportunities for building grade-level-specific academic skills, with an intentional focus on literacy and/or math through real-world student-centered experiences outside the regular school day. These enrichment experiences may include but need not be limited to, fine arts, career technical education, recreation, physical fitness, and other health/wellness activities.

Selected enrichment providers will be part of the NUSD LEAP Academies funded by the Expanded Learning Opportunities Program (ELO-P). The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool, intersession, and summer school enrichment programs for transitional kindergarten through sixth grade, with a focus on the highest concentration of targeted disadvantaged students (English language learners, students categorically eligible for free or reduced-price meals or foster youth). Selected enrichment providers will be required to provide services at multiple, or all of our TK-5, TK-8 schools, and/or middle school (11 schools) based on district and site needs and may choose to provide afterschool, intersessions, and/or summer school programming, or a combination thereof. Enrichment providers may also plan programming that offers the same content of programming to different students in rotating blocks of time (e.g. 4-6 weeks).

The enrichment providers will need to be able to provide programming for students during, afterschool, summer, and intersessions, approximately 3-4 hours of programming integrated with the LEAP Academy core providers, see examples below:

Example 1: Enrichment Provider providing “mini-science” enrichment activities during the second and third hours of the LEAP Academy afterschool program on Tuesday and Thursday only, approximately 3-4 hours per week.

End of School Day	Monday	Tuesday	Wednesday	Thursday	Friday
1st Hour	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider
2nd Hour		Enrichment Provider		Enrichment Provider	
3rd Hour					

Example 2: Enrichment Provider providing visual and performing arts enrichment activities during the second hour of the LEAP Academy afterschool program on Monday, Wednesday, and Friday only, approximately 3 hours per week.

End of School Day	Monday	Tuesday	Wednesday	Thursday	Friday
1st Hour	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider	LEAP Core Provider
2nd Hour	Enrichment Provider		Enrichment Provider		Enrichment Provider
3rd Hour	LEAP Core Provider		LEAP Core Provider		LEAP Core Provider

RFQ Schedule

<u>Milestone</u>	<u>Date</u>
RFQ Published	January 15, 2024
Sacramento Bee Advertising	January 15 and 22, 2024
Deadline for Questions	January 24, 2024
Deadline for District to respond to questions	January 29, 2024
Deadline for RFQ Submission	February 2, 2024
Selection of Vendor	Week of February 9, 2024
Board Approval	February 21, 2024

Bid Requirements

The submission requirements for the RFQ are detailed below. Review this RFQ carefully before responding to ensure that you understand fully all procedural and contractual requirements. Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. Cover Page (Appendix A)
2. Proposal Checklist (Appendix B)
3. Non-Collusion Affidavit (Appendix C)
4. Fingerprinting/Background check certification (Appendix D)
5. Introduction Statement / Company Background
6. Bidder's response to the requirements outlined in the RFQ
7. Responses to Application Questions using the Google Form
8. Required Supporting Documentation and all attached Appendix outlined in the RFQ
9. References - Three or more current references including school district name, contact person, and project description

Agencies are requested to answer the questions in the order and format presented in the RFQ both to assure that all agencies present their material in a consistent manner and to promote ease of proposal review. **Proposals that do not adhere to the following format will be disqualified.**

- Narratives must not exceed 15 pages, single-spaced, on white 8.5" x 11" paper, 12-point font, Times New Roman. Include all requested supporting documents in the Appendices, which **do not** count as 15-page total.
- The Contractor's name must appear on every page, including Appendix.

- Proposal Cover Page Required: Complete and submit the proposal cover page provided in Appendix A in this RFQ. The cover page must be the very first page of the proposal package. Do not add any other type of cover or title sheet, and do not use any transmittal letter. It is important that the cover page show the specific information requested, including Contractor's address(es) and other details listed. The cover page should be addressed to William Young, Deputy Superintendent. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the bidder.

Deadline for Questions

Please direct all questions regarding this RFQ to nusdpurchasing@natomasunified.org. Please use "Questions: NUSD RFQ-2024-LEAP" on the email subject line. All questions must be received before 4:00 pm on **Wednesday, January 24, 2024**. General information regarding NUSD is available on the district website at www.natomasunified.org.

Answers to the questions will be posted on the district website at <https://natomasunified.org/departments/business-services/financial-services/purchasing/request-for-proposals-page/> on Monday, January 29, 2024.

Bid Submission Deadline

Send the entire proposal in PDF form to nusdpurchasing@natomasunified.org. The subject of the email must read: "Proposal for LEAP RFQ-2024". Proposals not received by the specified time noted will be rejected.

RFQ DUE By 4:00 p.m. PST, Friday, February 2, 2024

Copies of the request for proposal are available on Natomas Unified School District's website at <https://natomasunified.org/departments/business-services/financial-services/purchasing/request-for-proposals-page/>.

Introduction

The Expanded Learning Opportunities Program (ELO-P), established under Ed Code 46120, provides school districts with funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade, with a priority for service for students who qualify for unduplicated status, meaning students who are classified as English learners, are eligible for a free or reduced-price meal, or who are foster youth or homeless. "Expanded learning" can mean before-school, after-school, summer, and/or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences that complement but do not replicate or supplant, the learning that occurs during the school day. Further, once all unduplicated students' families have either signed up to participate or have chosen to opt out, we can expand our offer of program services to our students beyond our unduplicated students and beyond sixth grade.

The selected LEAP Academy Program enrichment providers will operate in close partnership with the NUSD Office of the Chief Academic Officer, the LEAP Academy Core provider, and the school community to design and implement high-quality Expanded Learning Opportunity Programs for NUSD students. Under guidance and direction from the Office of the Chief Academic Officer, enrichment provider responsibilities include, but are not limited to, the following:

- Place student learning and safety as a priority, including fingerprinting staff and providing TB clearance
- Hire, supervise, train and support program staff and leaders
- Ensure the program meets compliance requirements set forth by NUSD and the California Department of Education
- Manage grant funds contracted to the agency
- Leverage additional grant dollars and in-kind resources for the program
- Develop program plans in close collaboration with school leadership
- Align program services to school site and district goals and priorities
- Ensure the Expanded Learning Opportunities Program reflects youth development quality standards
- Become an integral partner in the school community
- Engage in partnership with the NUSD Office of the Chief Academic Officer on district expanded learning initiatives, sustainability efforts, and quality improvement system building work as appropriate
- Participate in NUSD professional development as appropriate

- Participate in the Expanded Learning evaluation process and engage in a continuous cycle of learning and improvement
- Implement and/or participate in district standard academic assessments to gauge student academic achievement as appropriate
- Vendors must provide all the supplies and equipment necessary to operate their program

Description of RFQ Process

The outcome of the RFQ process will be shared with school site and district leaders, and will inform the selection of NUSD LEAP Academy partners for the upcoming 2024-25 school year and the maintenance of existing partnerships between LEAP partners and school sites.

Organizations that are interested in becoming an NUSD LEAP Academy enrichment provider or continuing in their current role during the 2024-25 school year must successfully complete the RFQ process and earn highly recommended or conditionally recommended status after the NUSD staff review.

An organization that does not successfully complete the RFQ process or does not earn a highly recommended or conditionally recommended status will not be contracted by NUSD to serve as an enrichment provider.

Organizations that submit an RFQ by the deadline will be assessed based on their RFQ responses, an interview between the organization and the RFQ Review Team, and any additional supporting materials requested by the RFQ Review Team to determine the organization's qualifications. Only organizations that have the potential to earn the highly recommended or conditionally recommended status will be invited for an interview with the RFQ Review Team. Interviews may be conducted in person, by phone, and/or video conferencing.

Selection Process

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

1. **Highly Recommended:** Respondent has adequately demonstrated its capacity to serve in the role and to fulfill all responsibilities outlined by NUSD.
2. **Conditionally Recommended:** Respondent has adequately demonstrated its capacity to serve in the role and to fulfill most, though not all, of the responsibilities outlined by NUSD. Conditionally recommended status will be provided with specific feedback from the RFQ Review Team on areas of

responsibility where the organization has not adequately demonstrated effective capacity. The community organization will be asked to provide NUSD with additional evidence of its ability to fulfill all responsibilities, including documentation of the organization's efforts to improve based on feedback from the RFQ Review Team.

3. **Not Recommended:** Respondent that has not adequately demonstrated its capacity to serve in the role and to fulfill most of the responsibilities outlined by NUSD. Organizations receiving this not recommended status will not be included in the list of qualified community organizations that will be shared with Principals and stakeholders. An organization receiving this not recommended status may submit another Lead Agency RFQ at a future date when NUSD opens up another RFQ process.

This Request for Qualifications (RFQ) for NUSD LEAP Academy enrichment providers will result in a list of qualified community enrichment providers who demonstrate the capacity to serve in the role and to fulfill district expectations, as summarized by the list of responsibilities on page 2 of this RFQ. Qualified and selected enrichment providers may be offered an opportunity to provide services at one, some, or all of our TK-5, TK-8 schools, and/or middle school (11 schools) based on district and site needs.

Evaluation and Selection

For all applications, the Minimum Agency Requirements will be reviewed first; applications that do not submit complete documentation meeting the minimum requirements will not have their project application reviewed. Project applications meeting minimum agency qualification requirements will be evaluated by the RFQ Review Team made up of individuals with expertise in Expanded Learning programs and community-school partnerships. Applications will be evaluated and assigned a preliminary designation of Highly Recommended, Conditionally Recommended, or Not Recommended. Only applicants evaluated as Highly or Conditionally Recommended will be invited to an interview with the RFQ Review Committee. Following the interview, and following the receipt of any additional information requested by the RFQ Review Team, applicants will receive a finalized evaluation of Highly Recommended, Conditionally Recommended, or Not Recommended.

All applications receiving a final evaluation of Highly Recommended or Conditionally Recommended will be included on the list of "Qualified Expanded Learning Lead Agencies". Applications receiving an evaluation of Conditionally Recommended may be asked to submit additional supporting information and a plan of action to improve in areas deemed insufficient by the RFQ Review Team. Conditionally recommended

applications may be included in the "Qualified Expanded Learning Lead Agencies" list, although this is not guaranteed. Applications receiving an evaluation of Not Recommended will not be recommended to be included in the list of "Qualified NUSD LEAP Academy enrichment providers".

Once recommended and Board approved, Qualified NUSD LEAP Academy enrichment providers will be eligible to receive contracts to support the NUSD LEAP Academy during the 2024-25 and/or 2025-26 school year.

Natomas Unified School District reserves the right:

1. To award bids received based on individual items or groups of items, or on the entire list of items;
2. To reject any or all bids, or any part thereof;
3. To waive any informality or irregularity in the bid;
4. To accept the bid that is in the best interest of the Natomas Unified School District, price and other factors are considered.

Application Questions

After reading the RFQ narrative, all the questions below must be responded to in this online [FORM](#).

Below are the questions for reference:

1. **Current enrichment provider Information:** Does your agency currently provide programming at any NUSD school? If so, which school(s) and what services are provided?
2. **Prior enrichment provider Information:** Have you served as an NUSD LEAP Academy enrichment provider previously?
3. **Other enrichment provider Information:** Do you currently serve in the role for any other school districts besides NUSD? If so, please list all school districts you serve.
4. **Other enrichment provider Information:** Has your program had its contract terminated in the past? Are there any current or pending investigations?
5. **Capacity:** How many school sites does your agency have the capacity to serve? Please briefly explain your rationale for this number of sites.

6. **Capacity Ability:** Does your agency have the capacity to serve during the summers and/or intercessions of 2024-2025?
7. **Litigation Status:** Has your agency been in or currently in litigation with any school district? If yes, please describe.
8. **Community:** Describe your experience and approach to serving the Natomas community and/or other communities with similar demographics, assets, challenges, etc.
9. **School Communities:** Describe your experience and/or approach to working in partnership with school communities.
10. **Safe and Supportive Environment:** Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include whether the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.
11. **Active and Engaged Learning:** Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day, with a focus on literacy and math that may also include embedding this focus within other subjects or activities.
12. **Skill Building:** Describe how the program will provide opportunities for students to experience skill building.
13. **Youth Voice and Leadership:** Describe how the program will provide opportunities for students to engage in youth voice and leadership.
14. **Diversity, Access, and Equity:** Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the program will provide access and opportunity for students with disabilities.
15. **Quality Staff:** Describe how the program will provide opportunities for students to engage with quality staff.
16. **Clear Vision, Mission, and Purpose:** Describe the program's clear vision, mission, and purpose and is it aligned to the [NUSD Theory of Action for Student Success](#).
17. **Collaborative Partnerships:** Describe the program's collaborative partnerships.
18. **Program Management:** Describe the plan for program management.

19. Staff Supervision, Support, and Professional Development

LEAP Program enrichment providers are required to fully staff programs at the minimum staff-to-student ratio (Grades TK/K is a ratio of 10 to 1, and Grades 1-6 is a ratio of 20 to 1) during the duration of the contract.

- a. Describe what processes your agency will put in place to ensure you have qualified, well-trained staff serving NUSD students. Describe staff recruitment and retention plans, performance evaluation processes, and supervision, training and coaching plans. Identify who will be responsible for providing supervision, training, coaching and support of the onsite Expanded Learning Program leader and staff.

Insurance

- The successful Bidder will be required to maintain the following types of insurance throughout the life of the contract.
- The enrichment provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Professional Liability	\$2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$2,000,000

Required Supporting Documentation

Please make sure all supporting documents submitted are clearly labeled according to this list.

- Sample Schedule: Provide an example of a weekly program schedule (include rotational schedule examples as applicable if not providing daily services)
- Budget: Provide a detailed budget for your program showing ALL funding sources including these grant funds and funding from other sources. The budget should reflect the **entire operational cost of the program and be broken out by school site**. Facilities costs for the programs located at the District's schools will be covered by the District and not part of your proposed program funding. As a point of reference, the proposed budget can be developed around serving 100 students per school site throughout the district on any given day of the program
 - How much will the program cost per student?
 - How many students can your program support during the entire school year?
- Copy of agency monitoring Reports and/or other evaluations
- Organizational chart of agency that illustrates how the NUSD Expanded Learning Programs will be supported administratively and programmatically
- Job descriptions for Group Leaders, Program Managers, and Site Supervisors
- Evidence of agency's professional development plans
- Letters of Reference

**NATOMAS UNIFIED SCHOOL DISTRICT
RFQ-2024-LEAP**

To: William Young, Deputy Superintendent

Company: _____

Contact Person: _____
Address: _____
City, State & Zip: _____
Telephone: _____
Email Address: _____

The undersigned authorized chief administrative official submits this proposal on behalf of the company, attests to the appropriateness and accuracy of the information contained therein, and certifies that this proposal will comply with all relevant requirements of the applicable laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals, and objectives as stated herein. The following **signatures and other printed information** are required.

Authorized Signature: _____ Date: _____

Name (typed): _____

Email: _____ Phone: _____

Address: _____

Appendix B: Proposal Checklist

**Natomas Unified School District
LEAP Enrichment Provider RFQ Proposal Checklist**

Each proposal must be submitted in the format outlined below. Please use the following as a checklist in assembling the completed proposal and include in the order given below:

- Table of Contents Page (listing the sections and the pages on which they can be found)
- Signed Proposal Cover Page (Appendix A)
- Proposal Checklist (Appendix B)
- Non-Collusion Affidavit (Appendix C)
- Fingerprinting/Criminal Background Investigation Certification (Appendix D)
- Introductions Statement/Company Background
- Bidder's response to the requirements outlined in the RFQ
- Responses to Application Questions using the Google Form
- Required Supporting Documentation
 - Sample Schedule
 - Budget
 - Copy of agency monitoring Reports and/or other evaluations
 - Organizational chart of agency that illustrates how the NUSD Expanded Learning Programs will be supported administratively and programmatically
 - Job descriptions for Group Leaders, Program Managers, and Site Supervisors
 - Evidence of agency's professional development plans
- Non-Disclosure Agreement (Appendix E)
- Workers' Compensation Certification (Appendix F)
- References - Three or more current references including school district name, contact person, and project description

Appendix C: Non-Collusion Affidavit

RFQ Non-Collusion Affidavit

I, _____, _____
(Name) (Title)

Of _____ hereby certify:
(Company Name)

- That all statements of fact in this proposal are true, and that such proposal is genuine and not collusive or a sham;
- That such proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
- That said bidder has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the Natomas Unified School District, or of any other bidder or anyone else interested in the proposed contract;
- That prior to the public opening and reading of proposals, said bidder did not, directly or indirectly, induce or solicit, or collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- That said bidder has not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else.

Furthermore, the above-named certifies:

- That no current Board member or employee of the Natomas Unified School District, and no one who has been a Board member or who has been employed by the Natomas Unified School District within the past two years has participated in bidding, selling or promoting this contract;
- That no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive compensation, directly or indirectly, from this contract;
- That said, the bidder does not know of any facts which constitute a violation of Conflict of Interest laws.

Government Code of the State of California, Section 87100 et. seq. Public officials; states in part: No public official at any level of state or local government shall make, participate in making of or in any way attempt to use his official position to influence a governmental decision in which he knows, or has reason to know, he has a financial interest. The bidder understands that any violation of this Statement of Compliance shall make any agreement or contract voidable by the District.

Signature

Date

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION
CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement (“Agreement”):

- Contractor’s employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor’s employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative’s Name and Title: _____

District Representative’s Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor’s services under this Agreement and Contractor certifies its compliance with these provisions as follows: *“Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*

Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made between the Natomas Unified School District ("District") and _____ ("DISCLOSEE"), and entered into concurrently with the Independent Contractor Agreement between the parties for the purpose of Learning Enrichment Athletics Arts & Academics (LEAP).

DISTRICT and DISCLOSEE are entering into a business relationship with each other. In connection with discussions and negotiations regarding the potential business relationship, DISTRICT may disclose to DISCLOSEE certain Confidential Information (as defined below), which Confidential Information is proprietary, secret, nonpublic and confidential. The purpose of this Agreement is to protect such Confidential Information by setting forth the terms and conditions upon which DISTRICT is willing to disclose such Confidential Information to DISCLOSEE and the obligations that DISCLOSEE hereby accepts and agrees to abide by following the disclosure of such Confidential Information to DISCLOSEE.

In consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

- (a) "Confidential Information" means nonpublic information that DISTRICT designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased DISTRICT mailing lists or contact lists and the marketing or promotion of any DISTRICT event, information of a confidential nature of, about, or concerning the students or personnel of DISTRICT, business of DISTRICT or its manner of operation, which may include Proprietary Information, such as student records, tax records and other financial information concerning DISTRICT and DISTRICT's employees, officers, directors, shareholders, students, lists or other written records used in DISTRICT's operations, investment information, compensation paid to employees and other terms of employment, personnel records, and information received by DISTRICT from third parties subject to DISTRICT's duty to maintain the confidentiality of such information and to use it only for certain limited purposes.
- (b) "Confidential Information" shall include all personally identifiable student information protected under the Family Rights and Privacy Act (FERPA), California Education Code 49073.1, and DISTRICT Board Policy 5125.

- (c) "Confidential Information" shall not include: (i) any information that is or subsequently becomes available to the public without DISCLOSEE's breach of any obligation owed to DISTRICT; or (ii) any non-confidential information that became known to DISCLOSEE from a source other than by breach of an obligation of confidentiality owed to DISTRICT.
- (d) "Confidential Materials" means all tangible materials containing Confidential Information, including without limitation written or printed documents, computer media, data files, and other related items.

2. Disclosee's Promise of Secrecy

- (a) DISCLOSEE agrees to keep strictly confidential all Confidential Information and Confidential Materials governed by this Agreement. DISCLOSEE agrees not to disclose such Confidential Information and Confidential Material to any person, organization, representative, entity, business, manufacturer, designer or corporation other than those individuals reasonably necessary for the purpose DISTRICT for which DISTRICT has contracted with DISCLOSEE.
- (b) DISCLOSEE agrees it does not intend nor will it, directly or indirectly, export any Confidential Information or Confidential Materials or products to any person, entity, business, manufacturer, designer or corporation who DISCLOSEE knows or has reason to know will utilize them in an unacceptable manner.
- (c) DISCLOSEE shall not disclose or through knowing inaction fail to prevent disclosure of any Confidential Information or Confidential Materials to third parties during the contractual relationship between DISCLOSEE and DISTRICT and after termination of this contractual relationship. However, DISCLOSEE may disclose Confidential Information in accordance with judicial or other governmental orders, provided DISCLOSEE shall give DISTRICT reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent issued on behalf of DISTRICT.
- (d) DISCLOSEE shall not share or use any of DISTRICT Confidential Information and Confidential Materials to engage in any targeted marketing or advertising.

3. Security of Confidential Information and Confidential Materials

- (a) DISCLOSEE shall take all reasonable measures including the training of

DISCLOSEE's staff, to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information and Confidential Materials. Without limiting the foregoing, DISCLOSEE shall take at least those measures that DISCLOSEE takes to protect its own confidential information. DISCLOSEE may disclose Confidential Information or Confidential Materials only to DISCLOSEE's Contractors on a need-to-know basis. DISCLOSEE shall execute appropriate written agreements with its Contractors sufficient to enable it to comply with all the provisions of this Agreement. DISCLOSEE shall not disclose any Confidential Information or Confidential Materials to any third party other than the Contractors mentioned herein, without the prior written consent of DISTRICT.

- (b) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of DISCLOSEE's actual use of such information or material. Such information or material, if distributed, must be collected and securely contained by DISCLOSEE.
- (c) Compliance with the security of Confidential Information and Confidential Materials shall not, in itself, absolve the DISCLOSEE of liability in the event of an unauthorized disclosure of Confidential Information and Confidential Materials.

4. Return and Destruction of Materials.

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of DISCLOSEE shall be and remain the property of DISTRICT and shall be promptly returned or destroyed upon DISTRICT's request. Documents prepared by DISCLOSEE using Confidential Information, or derived therefrom, shall be destroyed upon request of DISTRICT. Written confirmation of destruction of Confidential Information as requested by DISTRICT shall be provided by DISCLOSEE to DISTRICT.

5. Rights and Remedies

- (a) DISCLOSEE shall notify DISTRICT immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by DISCLOSEE, and will cooperate with DISTRICT in every reasonable way to help DISTRICT regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use. DISCLOSEE shall, upon request, provide opportunity for DISTRICT, or the owner of information such as a student or student's parent/guardian, to review, update, and or correct erroneous information contained in any pupil records. DISCLOSEE shall assist DISTRICT in the notification of

students and parents/guardians in the event of unauthorized disclosure of pupil records.

- (b) DISCLOSEE acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that DISTRICT shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6. Miscellaneous

- (a) DISTRICT and the DISCLOSEE are jointly responsible for ensuring the protection of personally identifiable student information in compliance with the Family Rights and Privacy Act (FERPA). The DISCLOSEE acknowledges that it shall not take any action that may cause the DISCLOSEE or DISTRICT to be out of compliance with FERPA, California Education Code 49073.1, or DISTRICT Board Policy 5125.
- (b) All Confidential Information and Confidential Materials are and shall remain the property of DISTRICT. By disclosing information to DISCLOSEE, DISTRICT does not grant any express or implied right to DISCLOSEE to or under DISTRICT Confidential Information and Confidential Materials. Further, the delivery and disclosure of Confidential Information and Confidential Materials does not constitute a License permitting DISCLOSEE to use said Confidential Information and/or Confidential Materials for any purpose other than that allowed by DISTRICT as specified above.
- (c) This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement date and signed by both parties.
- (d) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of DISTRICT, its agents, or employees, but only by an instrument in writing signed by an authorized officer of DISTRICT. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (e) If either DISTRICT or DISCLOSEE employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be

constructed and controlled by the laws of the State of California, and DISCLOSEE further consents to jurisdiction by the state and federal courts sitting in Sacramento County in the State of California. Processes may be served on either party by U.S. Mail, postage prepaid, certified or registered return receipt requested.

- (f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (g) If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

7. Suggestions and Feedback

DISTRICT may from time to time request suggestions, feedback or other information from DISCLOSEE concerning Confidential Information or concerning released DISTRICT Confidential Information and Confidential Materials. Any suggestions, feedback or other disclosures made by DISCLOSEE are and shall be entirely voluntary on DISCLOSEE's part and shall not create either any obligations on the part of DISTRICT or a confidential relationship between DISCLOSEE and DISTRICT. DISTRICT shall be free to disclose and use DISCLOSEE's suggestions, feedback, or other information as DISTRICT sees fit, entirely without obligation of any kind to DISCLOSEE.

Authorized Signature: _____

Date: _____

Appendix F: Workers' Compensation Certification

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

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

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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 that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(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 Services under this Agreement.)