



REQUEST FOR PROPOSALS (RFP)

LEARNING ENRICHMENT ATHLETICS ARTS & ACADEMICS (LEAP) PROGRAM

CORE PROGRAM PROVIDERS for 2024-25 and 2025-26

RFP-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 school-based community partners to respond to serve as an afterschool, winter break, and/or summer school core program provider for transitional kindergarten through sixth-grade students (other grades may be added based on need). The Request for Proposal (RFP) is to identify and select core program providers for extended learning services for the 2024-2025 and the 2025-26 school years. 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 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 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. 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). In alignment with requirements under The Expanded Learning Opportunities Program (ELO-P), participating providers will need to be able to provide up to 9 hours of programming for students during summer and intersessions and approximately 3-4 hours of afterschool programming when added to the school day, totals up to 9 hours of programming for students. In addition, one of our schools, Heredia-Arriaga School implements a Spanish language Dual Immersion program (90:10 model) and NUSD strongly encourages core providers that can meet the above ELO-P program expectations in a Spanish language dual immersion program to respond to this RFP.

Additional information about the [NUSD LEAP program](#) may be found on the district website and in the [NUSD Expanded Learning Opportunities Program Plan Guide](#).

The bid documents must be received by Friday, January 26, 2024 at 4:00 PM (Pacific) or earlier. Send the entire proposal in PDF form to nusdpurchasing@natomasunified.org. The subject line of the email must read: Proposal for NUSD RFP-2024-LEAP. Proposals not received by the specified time noted will be rejected. 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/>.

RFP Schedule

<u>Milestone</u>	<u>Date</u>
RFP Published	January 8, 2023
Sacramento Bee Advertising	January 8 and 15, 2024
Deadline for Questions	January 17, 2024
Deadline for District to respond to questions	January 22, 2024
Deadline for RFP Submission	January 26, 2024
Selection of Vendor	Week of February 2, 2024
Board Approval	February 21, 2023

Bid Requirements

The submission requirements for the RFP are detailed below. Review this RFP 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 RFP
7. Responses to Application Questions using the Google Form
8. Required Supporting Documentation and all attached Appendix outlined in the RFP
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 RFP 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 B in this RFP. 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 RFP to nusdpurchasing@natomasunified.org. Please use "Questions: NUSD RFP-2024-LEAP" on the email subject line. All questions must be received before 4:00 pm on **Wednesday, January 17, 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 22, 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 RFP-2024". Proposals not received by the specified time noted will be rejected.

RFP DUE By 4:00 p.m. PST, Friday, January 26, 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 providers will operate in close partnership with the NUSD Office of the Chief Academic Officer 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, provider responsibilities include, but are not limited to, the following:

Provider Responsibilities:

- Selected providers must be able to provide services for the 2024-25 and the 2025-26 school years.
- Services must be provided 5 days per week during the school year for 3-4 hours per day after school, and for 9 hours per day during summer and intersessions.
- 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
- At the District's direction, providers will be required to implement a pre and post-academic assessment.

- 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
- Providers must pay for all authorized field trips and associated costs including transportation costs
- Providers must use NUSD nutrition services for snacks, and/or supper.
- Vendors are required to provide substitutes for staff who are absent.
- Vendors are required to include one additional staff per site to serve as a dedicated substitute and liaison between the site principal and district staff
- Vendor staff will be required to participate in two orientation days before the start of the school year, one orientation will be with parents, one orientation will be with site staff and allow preparation time to start the school year successfully.
- Vendor staff will be required to participate in one district-wide staff development day in October.
- All of the above program requirements must be part of the program budget.
- Staff will be training and required to use Procure for registration, enrollment and attendance.
- Vendors must provide all the supplies and equipment necessary to operate their program
- Vendors are required to provide substitutes for staff are absent.
- Vendors are required to include one additional staff per site to serve as a dedicate substitute, liaison between site principal and district staff

Bid Assessment

Natomas Unified School District shall evaluate all valid bids deemed responsive on the following criteria:

1. Need for Program

(10 points)

Describe how the proposed program's unique features will address the needs of NUSD students and their families and how the programs are expected to improve student learning, including learning in core academic areas such as reading/language arts, mathematics, science, and civics.

2. Program Design

(30 points)

- Please describe how the program will be aligned with the NUSD Strategic Plan and Quality Standard for Expanded Learning.
- Describe the range and type of programs that will be offered to provide enrichment beyond the core school day.
- Describe how the program will be administered if a Distance Learning Program is required due to COVID-19 closures.
- Describe how your program proposes to attract youth and their families. Explain how you will maintain student enrollment throughout the school year (180 days). Specifically, describe your strategy to retain 85% or better of average daily attendance at a single site. How will program schedules and offerings be designed to encourage and support regular participation among students?
- Please describe the organizational structure that will support the LEAP program and specifically the program manager/site director.
- Describe how parent and youth feedback will be included in the ongoing development of the program.
- Please describe how student attendance will be taken and monitored.

3. Elements of High-Quality Programming

(20 points)

Describe how the elements below will be addressed and incorporated into Program Design.

- Linkages to the School Day: Describe the ways in which the program will be connected to the regular school day (e.g. shared staff, space, training, policies, curriculum, leadership support, instructional methods, etc.)
- High-Quality Staff: Who will be hired to work in the afterschool program? What will be set to recruit and retain high-quality staff?
- Safe and Appropriate Environment: Describe what actions will be taken to ensure that every child is physically and emotionally safe in the program.
- High-Interest Programming: Describe the type of programming that will be offered for each age level. What efforts will be made to ensure that programming is student-centered and that every participant has a high interest in what he/she is doing? What efforts will be made to ensure appropriate grade level and/or developmental level programming?
- Describe how you will measure student achievement, what achievement tool will be used, and with what frequency.

4. Organizational Focus

(10 points)

Each proposal must include a site coordinator at a minimum of 30 hours per week. Additionally, the site coordinator must be on-site at least 85% of their funded time. Describe what qualifications and background or experience you require of your site

director/program manager. In addition, how will the site coordinator work to become part of the school site team, in order to ensure the program is an extension of the student's day?

What is your organization's capacity to hire, train, and retain staff? When necessary, what is your organization's plan to transition new staff into the program and school site? What will be the plan to ensure a successful start by the first day of the school year? How will the program enroll new students and retain former students if the school year begins with the Distance Learning Program due to COVID-19 school closures?

5. Professional Development

(10 points)

Describe the types of professional development you offer, how often, when, and to whom. Consider: orientation, youth development, fostering positive behavior, regularly scheduled staff meetings for program development, linking to the school day, how to help with homework, training enrichment leaders or mentors, and linking to curriculum frameworks.

- Communication/Information Dissemination: Tell us how the organization will communicate information about the program, including evaluation results, to parents, school personnel, and the community in a manner that is understandable and accessible.
- Volunteers: Describe how you will enlist, utilize, orient, and train volunteers in the running, oversight, and promotion of the program.

6. Project Evaluation

(20 points)

Describe your evaluation plan

- Describe the data sources (indicators) that will be used to measure program goals, what and how they will be measured, and how they will be used to determine success.
- Describe how the evaluation information will be used to provide feedback to stakeholders and staff and to inform project direction.

Financial Requirements

- Providers will have an accounting system that can create financial reports and income statements, balance sheets to accurately prepare financial reports specific to NUSD. These budget and financial reports will be provided to the District on a quarterly basis, starting three months after the start of the school year with the final report being the closing of the books.
- Providers must have internal controls in place to provide detailed accounting of program revenue and expenditures with supporting documentation, including cash

receipts, invoices and cash receipts personnel, and timekeeping records. Provider's accounting system must have a method to accurately budget and allocate costs specific to NUSD.

- Providers will provide a copy of the most recent external audit report with the proposal for services and annually, thereafter. Providers must also allow the District to perform audits upon request using the District's selected audit firm.
- An estimated budget will be provided with the proposal. Upon award, budgets will be revised to actual costs to run programs per site. More information may be requested on financials and insurance.
- Funds allocated under this program may be used only to supplement, not supplant, funds that schools and community-based organizations would otherwise expend for afterschool programs.

7. Budget Form

(10 Points)

Complete the budget form that is in Appendix F.

- Provide a proposed budget for the school that will be included in this proposal. A separate proposal must be included for each school site.
- **Provide a budget based on serving a minimum number of estimated enrolled students.** Include separate line items for staff (direct service), administration (in-direct service), employer costs/benefits, supplies, equipment, transportation to and from the program, staff travel, professional development, and contracted services.
- Please provide a percentage or flat fee for your administration fee for services.
- Please describe the amount of funding required to effectively achieve your proposed performance targets. The costs and the sources of revenue must be reflected in the budget. The proposed budget must be for a **one-year period**.

8. Budget Narrative

(10 Points)

The Budget Narrative must align with and provide an explanation of the content in the Budget Form Appendix F. **Please address the following items:**

- Indicate the estimated cost per participant per day.
- Explicitly call out student-to-staff ratios
- Provide evidence that there is a commitment of adequate resources for all participants.
- Describe the purpose for expenditures.

In Addition:

- There will be quarterly financial reports and all expenditures are subject to audit upon request.
- OPTIONAL: Describe any in-kind contributions from partners or other funders that demonstrate the capacity to sustain programming as at least a 15% match of requested funding.

9. Success and Sustainability

(20 Points)

Record of Success: Please tell us where and how you have been or are currently successful in implementing after-school programs.

- Please attach a copy of your provider’s most recent financial statement and independent audit report that would establish your provider’s ability to complete its obligations under any agreement resulting from this RFP.
- Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years?
 - If Yes, provide the name of the public Contractor and briefly detail the dispute.
- Have you ever had a services agreement terminated for convenience or default in the prior five (5) years?
 - If Yes, provide details including the name of the other party.
- Is your provider, owners, and/or any principal or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal Contractor? If Yes, provide details.
- Will your provider comply with all District, local, State and Federal legal requirements, regulations and laws?
- Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

Sustainability Plan: Describe the plans for the continuous strengthening of the Partnership between NUSD, other community-based organizations, and another Public or private organization (if appropriate).

10. Other Points

(10 Points)

- Please provide information on any points of innovation that you will integrate into your program.
- Please describe how success will be measured on the innovation.

This Request for Proposals (RFP) for NUSD LEAP Academy Providers will result in a list of qualified community 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 RFP. Qualified and selected 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 RFP Review Team made up of individuals with expertise in Expanded Learning programs and community-school partnerships. Applications will be evaluated and scored based on the criteria outlined under Bid Assessment.

Applications may be asked to submit additional supporting information and a plan of action to improve in areas deemed insufficient by the RFP Review Team. Conditionally recommended applications may be included in the "Qualified Expanded Learning Lead Agencies" list, although this is not guaranteed.

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

Natomas Unified School District reserves the right:

1. To award bids received on the basis of 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 considered.

Application Questions

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

Below are the questions for reference:

1. **Current Provider Information:** Does your agency currently provide programming at any NUSD school? If so, which school(s) and what services are provided?

2. **Prior Provider Information:** Have you served as a NUSD LEAP Academy Core Program Provider previously?
3. **Other Provider Information:** Do you currently provide services for other school districts besides NUSD? If so, please list all school districts you serve.
4. **Other Provider Information:** Has your program had its contract terminated in the past? Are there any current or pending investigations?
5. **Capacity:** How many NUSD school sites does your agency have the capacity to serve on a daily basis, both during the after-school portion of the school year, and during the summer/intersession programs? 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 intersessions?
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. **Healthy Choices and Behaviors:** Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe

how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.

15. **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.
16. **Quality Staff:** Describe how the program will provide opportunities for students to engage with quality staff.
17. **Clear Vision, Mission, and Purpose:** Describe the program's clear vision, mission, and purpose and how is it aligned to the [NUSD Theory of Action for Student Success](#).
18. **Collaborative Partnerships:** Describe the program's collaborative partnerships.
19. **Continuous Quality Improvement:** Describe the program's Continuous Quality Improvement plan.
20. **Program Management:** Describe the plan for program management.
21. **Staff Supervision, Support, and Professional Development:** LEAP Program 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.
 - b. Describe how your agency will handle staff absences.

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
- 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

- Providers must be able to provide a program total cost not to exceed \$3,200 per student per site (based on 100 student enrollment per site) program for the 2024-2025 program year and \$3,400 per student per site (based on 100 student enrollment per site) program for the 2025-2026 program year.
- How many students can your program support during the entire school year?
- To support your application responses and verify your organizational qualifications, the following documentation is required.

- 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

Insurance

- The successful Bidder will be required to maintain the following types of insurance throughout the life of the contract.
- 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

Due Diligence Process

- **Selection/Review Panel:** The NUSD will convene a panel of trained readers to review all completed, eligible proposals received by the due date of January 26, 2024, by the Purchasing Department
 - Panel readers who are persons with extensive experience in such areas as out-of-school time programs, reading/language arts, mathematics, community and school partnerships or school improvement. The panel will review, score and rate the quality of the proposal; and the capacity of the Contractor to successfully implement what has been proposed. The proposal selection criteria shall be determined by NUSD personnel consistent with the requirements of performance-based contracting and on the basis of reasonable standards of quality and effectiveness including, but not limited to:
 1. Completeness
 2. Service descriptions
 3. Cost factors (relative to sample budget)
 4. Staff pertinent to service delivery
 5. Experience of the Contractor
 6. Responses to conditional requirements
 7. Expected results relevant to performance target.

* "Conditional requirements" means any particular provisions specified in the RFP, such as the requirement for school/community partnership in the proposal and the commitment to collect required data and work with the evaluator.

- **Proposal Review:** Proposals are screened for adherence to proposal formatting requirements and completeness of the content, to determine if the Contractor is addressing the required performance targets and program description.
- **In-depth Review:** Each Contractor will be rated according to the criteria provided within the RFP.
- **Verification:** This step involves speaking to knowledgeable individuals in a position to substantiate and verify key representations made in the proposal, such as contract performance history on record (if applicable). In some circumstances,

this may include a personal interview with the Contractor, either a face-to-face meeting or a telephone conference. Reasons to schedule a personal interview for verification purposes may include (but are not limited to): resolving tied scores, verifying Contractor and project viability if only partial funding may be offered, and verifying other factors when a Contractor or a product is not well-known to the Department of Education. Findings will be recorded in writing.

- **Final Selection:** Selected bidders will be notified of the recommendation of award by email from the Purchasing department. Allocation of funds is final upon successful negotiation and encumbrance of the agreement, subject to the approval of the NUSD Board of Trustees. Bidders selected for an award agree to be bound by the terms of the standard NUSD Services Agreement.

**NATOMAS UNIFIED SCHOOL DISTRICT
RFP-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 Core Provider RFP 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 RFP
- Responses to Application Questions using the Google Form
- Required Supporting Documentation
 - Sample Schedule
 - Budget
 - Total Program Budget does not exceed \$3,200 per student per site for the 2024-2025 program year for an enrollment of 100 students/site
 - Total Program Budget does not exceed \$3,400 per student per site for the 2025-2026 program year for an enrollment of 100 students/site
 - 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
- Assurances to Meet Requirements (Appendix E)
- Budget Form (Appendix F)
- Sample Agreement (Appendix G)
- Non-Disclosure Agreement (Appendix H)
- Workers' Compensation Certification (Appendix I)
- References - Three or more current references including school district name, contact person, and project description

RFP 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: _____

Appendix E: Assurances to Meet Requirements NUSD LEAP Core Programs

The Contractor will comply and work collaboratively with NUSD to uphold certified assurances.

CERTIFIED ASSURANCES	
Program Elements	
	The program will include an educational element designed to provide tutoring and/or homework assistance and one or more of the following subject areas: Language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Unbundled such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship- building and will promote active student engagement.
	The program will collaborate in intergrade with a regular school day program and other extended learning opportunities.
	The program will provide a snack that conforms to the standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
	The program will provide opportunities for physical activity.
Program Plan	
	Partners to this proposal, as well as school staff, have demonstrated commitment to supporting the program in sharing responsibility with a planning in quality of the program at the designated site(s).
	The program is planned through a collaborative process that includes parents, youth, and representatives of participating public school sites, or minimal agencies (e.g., city and County Parks and Recreation Departments), local enforcement, community organizations, and the private sector.

Program Operations	
	The program will maintain a student to staff member ratio of no more than 20:1.
	The program will begin operation immediately upon the end of the regular school day. (Note: A regular school day is any day where a student's attendance and instruction takes place.)
	The program will operate for a minimum of 15 hours per week.
	The program will operate until at least 6:00 PM, on every regular school day.
	The program will establish a reasonable early release policy for students attending after school component.
	Students should participate every day that the afterschool program operates.
	A flexible attendance schedule for students will be implemented in order to provide opportunity to participate in additional school activities, such as sports, special school events, etc. Priority for enrollment will be given to students who attend daily.
	Every student attending a school operating a program is eligible to participate in the program, subject program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on mean or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in both English and the student's primary language when 15% of the students enrolled at the afterschool site have a single primary language other than English as determined by language based on data from the preceding year.

The Contractor will comply and work collaboratively with any NUSD to uphold certified assurances.

Authorized Signature: _____

Date: _____

Appendix F: Budget Form

- A proposed budget can be developed serving 100 students per school site throughout the district on any given day of the program
- A proposed budget must be developed for each program year
- Providers must be able to provide a program total cost not to exceed \$3,200 per student per site program for the 2024-2025 program year for an enrollment of 100 students/site.
- Providers must be able to provide a program total cost not to exceed \$3,400 per student per site program for the 2025-2026 program year for an enrollment of 100 students/site.

PROGRAM BUDGET PROPOSAL	
NUMBER OF STUDENTS SERVED AT A SCHOOL SITE TBD: 100	
PROGRAM YEAR:	
PROPOSED EXPENSES	PROPOSED BUDGET
1. Salaries & Wages (Direct Services)	
2. Salaries & Wages (Administration)	
3. Employer Costs/Benefits	
Subtotal (Personnel Expenses)	
4. Supplies & Materials	
5. Equipment	
6. Contracted Services	
7. Authorized Field Trips and Transportation Costs	
8. Other	
Subtotal (Supplies, Materials, etc.)	
9. Administrative Fees	
TOTAL EXPENSES	
COST PER STUDENT (TOTAL EXPENSES / NUMBER OF STUDENTS SERVED)	

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 I: 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.)