



REQUEST FOR PROPOSALS

Fiscal Year 2024-2025

Expanded Learning
Opportunities
Program (ELO-P)
Off-site Offering

RFP#2501 BPSD ELO-P

Buena Park School District
6885 Orangethorpe Avenue,
Buena Park, CA 90620
www.bpsd.us

RFP Timeline

Event	Date
RFP Advertisement Dates	Aug. 30 & Sept. 6
RFP Posted and Available on Website	Aug. 30
Deadline for Submittal of Request for Information (RFI)	Sept. 11 by 4:00 pm
District response to questions, Final Addendum Issued and Posted on Website (72 hours)	Sept. 13, 2024
RFP Submission Due Date	Sept. 19, 2024 by 4 pm
Agency Status Notifications	Sept. 27, 2024
Buena Park School District Administrative recommendation presented to the Buena Park School District Board for potential Contract Award	Oct. 14, 2024

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the Buena Park School District in California, acting by and through its Governing Board, will receive up to, but no later than, **4:00 pm PST, Sept. 19, 2024**, sealed proposals for:

Expanded Learning Opportunities Program (ELO-P) **Offsite Offering** **RFP#2501 BPSD ELO-P**

The proposal must be submitted to the Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Sandra Song, Educational Programs, by mail-in or drop-off no later than **4:00 pm on Sept. 19, 2024**, at which time the District will publicly open proposals. Proposals will not be read at the time of receipt. The District will go through the review process and post results as noted in the bid document. It is the sole responsibility of the Proposer to ensure responses are received at the proper time and location.

Proposals shall be presented in accordance with the specifications. Proposal specifications may be obtained on the district's website at: www.bpsd.us

Any questions regarding this notice should be directed to Sandra Song, Director of Educational Programs, ssong@bpsd.us. Questions must be submitted no later than **4:00 p.m. on Sept. 11, 2024**.

The Governing Board reserves the right to reject any and all proposals and any and all items of such proposals. This RFP shall also be subject to any and all applicable laws, regulations and standards.

Governing Board of the BUENA PARK SCHOOL DISTRICT

Publication: Buena Park Independent: [Aug. 30, 2024](#) & [Sept. 6, 2024](#)

PROGRAM OVERVIEW

Buena Park School District seeks proposals from highly qualified community partners to provide comprehensive 3rd party off-site expanded learning program services. These opportunities should align with the district's Expanded Learning Opportunities (ELO-P) Program Plan and focus on fostering students' academic, social, emotional, and physical development through engaging enrichment and academic support for 1st-8th grade pupils. As intended by the Legislature, these expanded learning programs should complement, not replicate, regular school day activities; involve community partnerships; be results-driven; and center around students' needs and interests.

The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and intersession enrichment programs for transitional kindergarten through sixth grade. The Expanded Learning Opportunity Program will be the umbrella under which all after-school programs run five days per week, starting at the end of the school day and finishing no sooner than 6:00 pm each school day.

The purpose of these contracts is to provide high-quality engaging activities for our 1st – 8th-grade students. All activities should incorporate the following Quality Standards into their program:

- Safe and Supportive Environment
- Active and Engaged Learning
- Skill Building
- Youth Voice and Leadership
- Healthy Choices and Behaviors
- Diversity, Access, and Equity
- Quality Staff
- Clear Vision, Mission, and Purpose

Potential providers must comply with all applicable laws and regulations related to After School Education and Safety Programs (ASES), Expanded Learning Opportunities Program (ELO-P) funding, and public health requirements from federal, state, and local authorities. This includes a precondition for background checks on all staff prior to their work commencement.

Program Requirements -

1. Provide a comprehensive Expanded Learning Opportunities Program that follows the [BPSD ELO-P Parent Handbook](#)
2. The off-site program should be provided in accordance with the Buena Park School District's Instructional Calendar (school days) from the school dismissal time to 6:00 pm.
3. Maintain a 20:1 student-to-staff ratio for 1-8 grade students
4. Provide service to up to 80 currently enrolled Buena Park School District students in grades 1st-8th with priority given to 1st -6th grade students. Eligible students to participate will be determined by the district.
5. Service Students during school days and non-school days - **Full School Year Program: 133 days** (Effective starting Oct. 21. 2024)
6. Provide assistance for students who are not yet toilet independent.
7. Provide first-aid CPR and emergency procedures such as EpiPen use as needed.
8. Support students with behavioral and other additional needs including a positive intervention approach.
9. Collaborate with district staff on academic intervention programs including flexible schedules.
10. Provide a program action plan to support student enrichment lessons and activities, while highlighting the uniqueness of your overall program. Action plan should include but not limited to the following:
 - a. Provide opportunities that reflect the Expanded Learning Programs laws and expectations
 - b. Nutritious meals:
 - i. The District shall provide snacks for all students enrolled in the program. However, if the proposer should provide supplemental snacks to students, it shall comply with the requirements outlined in **Exhibit B** and adhere to dietary restrictions.
 - c. Enrichment activities
 - d. Physical Education
 - e. Academic support
11. Quality staff
12. Promote diversity, access and equity
13. Safe and supportive learning environment
14. Clear Mission & Purpose Statement and vision.
15. Providers will provide all materials and supplies to support the program
16. Conduct and report program evaluations using continuous quality improvement activities.
17. Provide transportation from each school site to the off-site program location.
18. The off-site program location will be within 10 miles of the Buena Park School District office located at 6885 Orangethorpe Ave. Buena Park, CA 90620.

Request for Proposal Process - Persons or entities ("Proposer") submitting proposals in response to this Request for Proposals ("RFP") should direct all questions to the

following District contact: Sandra Song, Director of Educational Programs, ssong@bpsd.us. Questions must be submitted no later than [Sept. 11, 2024](#). Contacting District employees not listed for accepting questions may result in the disqualification of a vendor from further participation in the bid process. The District reserves the right to reject any and all responses to this RFP. The District also reserves the right to amend this RFP as necessary. All materials submitted to the District in response to this RFP shall remain the property of the District. The District shall not be responsible for the costs of preparing any proposal in response to the RFP.

1. GENERAL INFORMATION

The District invites qualified agencies ("Provider" or "Providers") to submit a Proposal ("Proposal") related to their qualifications and ability to provide the services described herein ("Services").

The District intends to retain Provider(s) that have the background, strength, management, and expertise who can provide the District's 1st to 8th-grade students with extended learning programming each school day during the 2024-2025 school year until 6:00 pm. The Buena Park School District [school year calendar](#) can be found on our website at www.bpsd.us. Providers selected as a result of this process will provide the Services and work cooperatively with the District leadership while providing the Services. The District reserves the right to award to multiple Providers.

The Expanded Learning Opportunities will be offered to District students throughout the entire school year. These programs will take place in the District's elementary and intermediate schools. The student-to-adult ratio for this program is 20:1 for 1st through 8th grades.

2. TERMS AND CONDITIONS

2.1. Late Proposals

No proposal received after the due date deadline will be considered.

2.2. Amendments to RFP

The District reserves the right to amend this RFP at any time, prior to the RFP closing date.

2.3. Final Authority to Award

The final authority to award contracts as a result of this RFP rests solely within the discretion of the District.

2.4. Public Records

Proposals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing Providers prior to and during the review, evaluation, and negotiation processes. However, all information submitted in the RFP process or in response to requests for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code section 7920.000 *et seq.*

Those elements in each response which are trade secrets, as that term is defined in Civil Code section 3426.1(d), or otherwise exempt by law from disclosure, and which are prominently and specifically identified as containing confidential information, may be given extra consideration when determining whether they are subject to disclosure.

The District shall not, in any way, be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed required by law or by an order of the court. A Provider that indiscriminately identifies all or most of its submittal as exempt from disclosure without justification may be deemed non-responsive.

3. AGREEMENT

The proposer will be expected to enter into an agreement with the District which is substantially the same as the contract included with this RFP. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. If a proposer objects to any of the provisions of the District's standard contract, it must identify in the proposal any clauses which are unacceptable and the reasons or problems and propose alternatives. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final contract.

3.1. Confidentiality of Student Information

Proposer, and its employees, agents, contractors, and subcontractors shall maintain the confidentiality of all information received in the course of performing work under this RFP, particularly as it relates to personally identifiable information regarding students and their families. This requirement to maintain the confidentiality of student information shall extend beyond the termination of all contracted work. Proposers will defend and indemnify the District against any claim(s) of breach of confidentiality of student information caused or alleged to have been caused by Proposers' conduct or any of its employees, agents, contractors, or subcontractors.

3.2. Proposer's Acknowledgement of Understanding

By submitting a response to the:

Expanded Learning Opportunities Program (ELO-P) **Offsite Offering**
RFP#2501 BPSD ELO-P

Proposer certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents including Exhibits and any addenda thereto; that it has carefully checked all of its figures prior to submittal; that it has carefully reviewed the accuracy of all statements in this RFP and attachments hereto; and that it understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

4. Submission of Proposal

The proposal must be submitted to the **Buena Park School District, 6885 Orangethorpe Ave. CA, 90620 - ATTN: Sandra Song, Educational Programs, by mail-in or drop-off no later than 4:00 pm on Sept. 19, 2024.** The narrative portion of the application, exclusive of the budget, daily program schedule, and relevant attachments, should not exceed fifteen (15) typed pages, double-spaced with a twelve-point (12pt.) typeface.

1. PROPOSAL NARRATIVE

- a. Provide a brief description of your organization, your goals, and your capacity to provide this type of service, meeting the requirements listed above as well as how your program supports BPSD's LCAP goals.
- b. Describe the program you wish to bring to our students participating in the Expanded Learning Opportunities Program. Include a description of the proposed activity, staffing, timeline, number of students served, and space required. Please explain your past experience providing this type of program in a school setting.
- c. Please address how the above-mentioned Quality Standards will be incorporated into your program. Please include a short description of your organization's evaluation tools and methods of measuring the effectiveness of your program.
- d. Please include an example of a differentiated daily and weekly schedule by grade spans, including core components of your daily programming.
- e. Provide a list of Board of Directors and the percentage of funding that goes towards salaries
- f. Include other relevant information addressing expectations in the evaluation rubric.

2. PROGRAM FUNDING

- a. 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. 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.
- b. **Direct Service and Administrative Cost Guidance**

Definitions and Education Code

The following are the definitions of direct and indirect services:

Direct Services are those services that are typically delivered at the school site and where the students are the direct recipients or beneficiaries of the services. Further defined as supplementary services that when delivered at the school site, the student is the direct recipient or beneficiary of the services.

Administrative Costs are the costs of personnel and supplies which are administrative in nature and do not have a direct relationship to support students in the program. These costs must support the funded program.

Indirect Costs are agency-wide, general management costs (i.e., activities for the direction and control of the agency as a whole). General management costs consist of administrative activities necessary for the general operation of the agency.

- Indirect costs plus administrative costs cannot exceed **10 percent**.
- Please list direct and indirect costs separately for clarity.
- Provide a total cost breakdown, including a summary of direct costs, administrative and indirect costs, and the total project cost.

c. **COST OPTIONS**

The District is requesting pricing on three enrollment models. Submit a cost proposal for the three program options below. The District will award a contract based on enrollment in the program at the time of commencement of the contract. The District retains the right to increase program enrollment as needed. Please use the sample **Cost Calculation Worksheet** provided as **Exhibit A**.

Program Option 1:

Provide total program costs for a base program enrollment of 40 students. Student to staff ratio shall not exceed 20:1

Program Option 2:

Provide total program costs for a base program enrollment of 60 students. Student to staff ratio shall not exceed 20:1

Program Option 3:

Provide total program costs for a base program enrollment of 80 students. Student to-staff ratio shall not exceed 20:1

3. FINANCIAL INFORMATION

- a. Provide financial information sufficient to permit the District to determine the Proposer's financial capacity for providing the Services and sustaining operations. Such financial information may include, without limitation:
 - i. A current "Comprehensive Insight Plus Report" from a commercial credit rating service, such as Dunn and Bradstreet; AND/OR
 - ii. A letter from a financial institution stating a current line of credit

4. SAMPLE DAILY SCHEDULE

- a. Provide a sample daily schedule including core components of your programming with ages and grades to be served.

5. SELECTION CRITERIA

The proposals will be evaluated by a review and selection committee made up of District staff. The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. Based on the content of the proposals, the District shall consider the following criteria during the evaluation process:

Evaluation Rubric

Performance Area	Expectations for Providers 0-5 Poor; 6-10 Fair; 11-15 Proficient;
Organizational Capacity and Community Alignment (15 Points)	<ul style="list-style-type: none"> ● Agency has extensive experience working in partnership with school sites and district leaders serving the Buena Park community and/or in communities of similar demographics, and challenges. ● Agency has organizational experience in the hiring, retention, and provision of professional development to appropriately qualified staff to provide services to BPSD students in a culturally and linguistically competent and age-appropriate manner with a focus on youth development strategies.
Fiscal Management and Development (15 Points)	<ul style="list-style-type: none"> ● Agency has accurate documentation that highlights how the Provider will allocate funds to run quality Expanded Learning Opportunities Programs based on grant requirements detailed in the funding description. i.e. 1:20 and 1:10 ratio etc. ● Agency has a strong budget template that clearly illustrates staffing costs, a salaried full-time coordinator, supplies, administrative costs, and additional contributions to enhanced programming. ● Agency clearly describes how it will secure additional funding to match the contracted funds, has audited financial statements, and can produce accurate fiscal reports upon request.
Agency Infrastructure (15 Points)	<ul style="list-style-type: none"> ● Agency shows the capacity to hire staff and support a clearly designated coordinator at each school site to facilitate and maintain active collaboration with the school site administrator and other school faculty. ● There is clearly at least one designated manager/director-level staff person in the agency that is the primary point of contact for the BPSD expanded learning partnership. This individual regularly participates in all district-expanded learning meetings, required professional development, and is regularly present at program sites to support the site coordinator and the school partnership.
Youth Development and District Alignment (15 Points)	<ul style="list-style-type: none"> ● Agency has strong systems and processes in place to support ongoing Continuous Quality Improvement (CQI), including structured development plans. ● Agency's program model clearly supports youth development and aligns with BPSD's <u>LCAP</u> goals. ● Agency incorporates developmentally appropriate enrichment activities for students with an emphasis on the visual and performing arts, social-emotional learning, and physical development/health. ● Agency staff have the ability to address the physical health, behavioral health, and safety needs of students, including training in first-aid and CPR, emergency health and safety situations, and any student health plans. ● Agency has completed all sections required in the Request for Proposal. Supporting information and documentation have been included.

The District reserves the right to add, remove, modify, or establish additional evaluation points for each criterion. If the District determines that additional evaluation steps are required to make a selection(s), the District reserves the right to consider additional criteria. The District also reserves the right to make an award without discussion with any Proposer after proposals are received.

5. NOTIFICATION AND APPEALS PROCESS

The District will evaluate and notify awardees no later than [Sept. 27, 2024](#).

URL References	URL
After School Education and Safety Programs (ASES)	https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=EDC&division=1.&title=1.&part=6.&chapter=2.&article=22.5.&op_status=2001&op_chapter=545)&op_section=4
Expanded Learning Opportunities Program (ELO-P) Funding	https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=46120&lawCode=EDC
School Year Calendar	https://www.bpsd.us/resources/instructional-calendar
Quality Standards	https://www.afterschoolnetwork.org/sites/main/files/file-attachments/quality_standards.pdf?1490047028
LCAP	https://www.bpsd.us/divisions/educational-services/educational-programs/lcap
Evaluation Tools	https://www.afterschoolnetwork.org/sites/main/files/file-attachments/a_crosswalk_between_the_quality_standards_and_program_quality_assessment_tools.pdf

EXHIBIT A
COST CALCULATION SHEET

Program Cost	Option 1	Option 2	Option 3	Total
Direct Cost				
Please provide breakdown of Direct Cost				
A. Total Direct Cost				
Administrative Cost				
Please provide breakdown of Administrative Cost				
B. Total Administrative Cost				
C. Total Cost - A+B				
(Direct & Admin)				
D. Indirect Cost max allowed - 10%				
10% of Total Cost - C.				
E. Allowable Indirect Cost				
(E = D-B)				
F. Total Cost including Indirect - C+E				

EXHIBIT B

RFP#2501 BPSD ELO-P

Food & Snack Requirements

Snacks provided in ASES and 21st CCLC funded ASPs must meet the following Nutrition Standards for Foods:

Any food served must:

- Be a “whole grain-rich” grain product; or
- Have as the first ingredient a fruit, a vegetable, a dairy product, or a protein food; or
- Be a combination food that contains at least ¼ cup of fruit and/or vegetable; or
- Contain 10% of the Daily Value (DV) of one of the nutrients of public health concern in the 2010 Dietary Guidelines for Americans (calcium, potassium, vitamin D, or dietary fiber).
-

Foods must also meet several nutrient requirements:

- **Calorie limits**
 - Snack items - Elementary Schools: ≤ 175 calories
 - Snack items - Middle & High Schools: ≤ 200 calories
- **Sodium limits**
 - Snack items: ≤ 200 mg
- **Fat limits**
 - Total fat: ≤ 35% of calories
 - Saturated fat: ≤ 10% of calories
 - Trans fat: zero grams
- **Sugar limit**
 - ≤ 35% of weight from total sugars in foods
- **Accompaniments**
 - Accompaniments such as cream cheese, salad dressing, and butter must be included in the nutrient profile as part of the food item served. This helps control the amount of calories, fat, sugar, and sodium added to foods.

Nutrient Standards for Beverages

All students may be served:

- Plain water (with or without carbonation)
- Unflavored low-fat milk

- Unflavored or flavored fat-free milk and milk alternatives permitted by NSLP/SBP
- 100% fruit or vegetable juice, and 100% fruit or vegetable juice diluted with water (with or without carbonation) and no added sweeteners

Elementary school students may serve up to 8-ounce portions, while Middle schools students may serve up to 12-ounce portions of milk and juice. There is no portion size limit for plain water.

EXHIBIT C
RFP#2501 BPSD ELO-P
Transportation Requirements

Requirements of a driver in a vehicle with a maximum capacity of 10 or fewer:

1. Hold a valid California driver's license for the appropriate class of vehicle.
2. Be at least 18 years of age.
3. Pass a criminal background check, including fingerprint clearance consistent with Section 45125 for employees and Section 45125.1 for all other compensated drivers.
4. Have a satisfactory driving record that includes none of the following:
 - A. Within three years, has committed any violation that results in a conviction assigned a violation point count of two or more, as defined in Sections 12810 and 12810.5 of the Vehicle Code.
 - B. Within three years, has had their driving privilege suspended, revoked, or on probation for any reason involving the unsafe operation of a motor vehicle.
 - C. Has been determined by the Department of Motor Vehicles to be a negligent or incompetent operator.
5. Not have demonstrated irrational behavior to the extent that a reasonable and prudent person would have reasonable cause to believe that the driver's ability to perform the duties of a driver may be impaired.
6. Not have been convicted of an offense listed in paragraph (1) of subdivision (a) of Section 13370 of the Vehicle Code, paragraph (5) of subdivision (a) of Section 13370 of the Vehicle Code, or subdivision (b) of Section 13370 of the Vehicle Code.
7. Provide their employer or the private entity contracting with the local educational agency a report showing the driver's current public record as recorded by the Department of Motor Vehicles and participate in the Department of Motor Vehicles' pull-notice system.
8. Be subjected to and comply with drug and alcohol testing consistent with Section 34520.3 of the Vehicle Code, subject to the cannabis discrimination limitations described in Section 12954 of the Government Code.
9. (9) (A) Complete a medical examination not more than two years prior to the driver performing pupil transportation by a physician licensed to practice medicine, a licensed advanced practice registered nurse qualified to perform a medical examination, a licensed physician assistant, or a licensed doctor of chiropractic listed on the most current National Registry of Certified Medical Examiners, as adopted by the United States Department of Transportation. The driver shall provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency. Neither the driver nor the medical examiner need to submit this examination result to the Department of Motor Vehicles.

(B) The driver shall complete a medical examination pursuant to this paragraph every two years after the initial examination and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local educational agency.

(C) Within the same month of reaching 65 years of age and each 12th month thereafter, the driver shall undergo a medical examination pursuant to this paragraph and provide a copy of the Medical Examiner's Certificate, Form MCSA-5876, or the medical examiner's certificate of clearance to their employer or the private entity contracting with the local

educational agency.

10. Submit and clear a tuberculosis risk assessment consistent with Section 49406.
11. Not drive for more than 10 hours within a work period, or after the end of the 16th hour after coming on duty following eight consecutive hours off duty.
12. Complete initial training and subsequent required training sufficient to gain proficiency in all of the following:
 - A. Pretrip vehicle inspections.
 - B. Safe loading and unloading of passengers.
 - C. Proper use of seatbelts and child safety restraints.
 - D. Handling accidents, incidents, and emergency situations.
 - E. Providing proper accommodations for pupils with disabilities.
 - F. Defensive driving.
 - G. Operations in inclement weather.
 - H. Operations at night or under impaired visibility conditions.
13. Maintain a daily log sheet and complete the daily pretrip inspection of the vehicle being driven that day, which shall include all of the following:
 - A. A check of the operability of all lights, initialed by the driver before the vehicle is first driven in service that day.
 - B. A check for fluid leaks, initialed by the driver before the vehicle is first driven in service that day.
 - C. A check for the operability of the brakes, initialed by the driver before the vehicle is driven in service that day.
14. Complete training at least equivalent to the American Red Cross first aid training program, or hold a valid and current first aid certificate issued by the American Red Cross or by an organization whose first aid training program is at least equivalent to the American Red Cross' first aid training program, as determined by the Emergency Medical Services Authority.
 - A. For vehicles with a maximum capacity of eight or fewer passengers, excluding the driver, only street-legal coupes, sedans, or light-duty vehicles, including vans, minivans, sport utility vehicles, and pickup trucks, shall be used for pupil transportation.
 - B. Nothing in this article shall limit any additional safety or training requirements that may be imposed by the Public Utilities Commission, a local educational agency, or any government agency.

Requirements of a driver in a vehicle with a maximum capacity of 10 or more:

Pursuant to EC Section 39878 , the following are the requirements for a driver who provides transportation to 10 or more passengers:

- a. Hold a valid California commercial driver's license for the appropriate class of vehicle, endorsed for passenger transportation pursuant to Section 15278 of the Vehicle Code.
- b. Comply with paragraphs (2) to (14), inclusive, of subdivision (a) of Section 39877 if they are not already required to by law.
- c. This article shall not reduce other legal requirements placed on any driver who provides transportation services for pupils in a vehicle with a capacity of more than 10 persons, including, but not limited to, a driver of a school bus or school pupil activity bus.

All Vehicles:

1. Pursuant to EC 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a fire extinguisher. Pursuant to 13 CCR 1242, every motor vehicle or combination of vehicles (except those otherwise specified) shall be equipped with one fully charged fire extinguisher having at least a 4B:C rating.
2. Pursuant to EC 39879(c)(2), any vehicle used to provide pupil transportation shall be equipped with a first aid kit. The size of the first aid kit is at the discretion of the employer except for School bus, Youth Bus, Farm Labor Vehicles and General Public Paratransit Vehicle (GPPV), the requirements are listed in the *California Code of Regulations*, Title 13 (13 CCR), 1243.

**EXPANDED LEARNING OPPORTUNITIES PROGRAM
INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is entered into between the Buena Park School District, 6885 Orangethorpe Avenue, Buena Park, California 90620 (“District”), and the _____, (“Provider”).

WHEREAS, District is in need of Expanded Learning Opportunities programs and advice; and

WHEREAS, the Board of Education (“Board”) of the District desires to contract with Provider to provide the aforementioned Services and Provider desires to render the Services pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Provider. Contractor shall provide high-quality engaging activities for our 1st – 8th-grade students in accordance with the Expanded Learning Opportunities Program requirements as detailed in the Request for Proposal.
2. Term. This agreement shall commence providing Services under this Agreement on _____ and will diligently perform as required and complete performance by _____.
3. Compensation. District shall pay the Provider for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____. District shall pay the Provider according to the following terms and conditions

4. Expenses. Provider shall be responsible for any costs or expenses paid or incurred by Provider in performing the Services for District.
5. Independent Contractor. Provider, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider’s employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. Provider assumes the full responsibility for the acts and/or omissions of the Provider’s employees or agents as they relate to the Services to be provided under this Agreement. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider’s employees.
6. Materials. Provider shall furnish, at Provider’s own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Provider’s Services will be performed in accordance with generally and currently accepted principles and practices of Provider’s profession.

7. Originality of Services/Intellectual Property. Provider agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Provider to the District in connection with the Services set forth in this Agreement, shall be wholly original to Provider and shall not be copied in whole or in part from any other source, except that submitted to Provider by District as a basis for such Services. Provider further agrees that all materials and writings in whatever form prepared for, written for, or otherwise submitted by Provider as part of the Services to the District and/or used in connection with the Services set forth in this Agreement (“Content”), reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Provider without District’s express written permission. Provider understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District’s express written permission. Provider acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

8. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Provider only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Provider. Notice shall be deemed given when received by the Provider or no later than three (3) days after the day of mailing, whichever is sooner.

District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement by the Provider; or (b) any act by Provider exposing the District to liability to others for personal injury or property damage; or (c) Provider is adjudged a bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider’s insolvency. Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the District may secure the required Services from another contractor. If the cost to the District to secure the required Services from another contractor exceeds the cost of providing the Services pursuant to this Agreement, the excess cost shall be charges to and collected from the Provider. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District. Written notice by District shall be deemed given when received by the Provider, or no later than three (3) days after the day of mailing, whichever is sooner.

9. Hold Harmless. Provider agrees to and does hereby indemnify, hold harmless and defend the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Provider or any person, firm or corporation employed by the Provider, either directly or by

independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Provider, or any person, firm or corporation employed by the Provider, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

10. Insurance. Provider shall insure Provider's activities in connection with the Services under this Agreement and agrees to carry insurance to ensure Provider's ability to adhere to the indemnification requirements under this Agreement.

10.1 Provider shall, at Provider's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A-VIII, or better, rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with Provider's fulfillment of the obligations under this Agreement:

(a) Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits as follows:

(1)	Each Occurrence	\$1,000,000
(2)	Products Completed Operations	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	General Aggregate (Not Applicable to the Comprehensive Form)	\$4,000,000

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$3,000,000 for each occurrence.

(b) Auto Liability Insurance. To the extent vehicles, other than buses, are used by the Provider to transport students from school sites, such vehicles shall have liability coverage of not less than \$1,000,000 million per occurrence combined single limit.

If Provider uses buses to transport students, minimum limits of liability shall be \$10,000,000 combined single limit per occurrence.

(c) Professional Liability Insurance with a limit of \$2,000,000 per occurrence, if applicable.

(d) Workers' Compensation and Employers Liability Insurance in a form and amount covering Provider's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

Part A - Statutory Limits for Provider

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

(e) Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$2,000,000 per occurrence

It should be expressly understood, however, that the coverages and limits referred to under (a), (b) and (c) above shall not in any way limit the liability of the Provider.

10.2 No later than thirty (30) days from execution of this Agreement by the District and Provider, and prior to commencing the Services under this Agreement, Provider shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder.

Provider shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (a) and (b) above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this Agreement.

11. Assignment. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.

12. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Provider agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Provider, Provider's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

12.1. Fingerprinting. Education Code section 45125.1 requires that employees of a contractor under contract with a school district shall ensure that such employees who interact with students outside of the immediate supervision and control of the student's parent or guardian or a school district employee must be fingerprinted by the California Department of Justice for a criminal records summary. If a criminal records summary is required, the Provider expressly

agrees that Provider and all of Provider's current and subsequent employees will submit or have submitted fingerprints in a manner required by the California Department of Justice, as set forth in Education Code section 45125.1. Provider and/or Provider's current and subsequent employees shall not come in contact with students until the California Department of Justice has ascertained that the Provider and/or Provider's employees have not been convicted of a violent felony as defined in Penal Code section 667.5(c) or a serious felony as defined in Penal Code section 1192.7(c). Provider shall certify in writing Provider's compliance with Education Code section 45125.1 to the Governing Board of the District. Provider's certification shall be signed by Provider under penalty of perjury under the laws of the State of California, and submitted to the District representative executing this Agreement. Provider shall fulfill these requirements at its own expense. The District may require the Provider and its current and subsequent employees to submit to additional criminal records checks at the District's sole and absolute discretion.

12.2. Tuberculosis Testing. Provider and/or Provider's current and subsequent employees providing Services to the District agree to undergo tuberculosis screening and to submit written verification of negative results for tuberculosis, if required by the District, prior to commencing Services pursuant to this Agreement.

13. Permits/Licenses. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. Force Majeure. Neither party will be liable for damages for any delay in performance or nonperformance caused by acts of God such as, but not limited to, earthquakes, severe weather conditions such as tornadoes, floods, hurricanes, or other natural disasters, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other similar causes beyond the reasonable control of the party obligated to perform under this Agreement. Performance by that party for a period equal to the period of that delay in performance or nonperformance is excused, provided the party seeking the excuse gives written notice detailing the force majeure event and its good faith efforts to perform the Agreement. In addition, either party may terminate this Agreement if the delay in performance or non-performance exceeds thirty (30) calendar days.

15. Entire Agreement/Amendment. This Agreement, the Request for Proposal documents, and any exhibits attached hereto constitute the entire Agreement between the parties and supersedes any prior or contemporaneous understanding or agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

16. Nondiscrimination. Provider agrees that Provider will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws.

17. Non Waiver. The failure of District or Provider to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Buena Park School District
6885 Orangethorpe Avenue
Buena Park, CA 90620
Attn: Sandra Poteet

Provider:

Attn: _____

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings.

22. Counterparts. This Agreement may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the Agreement, and the Agreement shall not be binding on any party until the parties have signed it.

23. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The District and PROVIDER understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this ____ day of _____, 2024.

Buena Park School District

By: _____
Signature

Sandra Poteet
Typed Name

Chief Financial Officer
Title

By: _____
Signature

Typed Name

Title

Taxpayer Identification Number

