# REQUEST FOR PROPOSALS
# Fiscal Year 2025-2026

## Expanded Learning Opportunities Program (ELO-P)

**RFP#252601 BPSD-ELO-P-03282025**

Buena Park School District

6885 Orangethorpe Avenue

Buena Park, CA 90620

www.bpsd.us

# RFP Timeline

| Event | Date |
|---|---|
| RFP Advertisement Dates | Mar 28 & April 4, 2025 |
| RFP Posted and Available on Website | March 28, 2025 |
| Deadline for Submittal of Request for Information (RFI) | April 8, 2025, by 4:00 pm |
| Final Addendum Issued and Posted on Website (72 hours) | April 11, 2025, by 4:00 pm |
| RFP Submission Due Date | April 17, 2025, no later than 4:00 PM (PST) |
| Agency Status Notifications | April 25, 2025 |
| Board Approval | May 12, 2025 |

# 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, April 17, 2025, by 4:00 pm, sealed proposals for:

Expanded Learning Opportunities Program (ELO-P)
**RFP#252601 BPSD-ELO-P-03282025**

The proposal must be submitted to the Buena Park School District, 6885 Orangethorpe Ave, CA, 90620 - ATTN: Karina Mesa, Contract Specialist, by mail-in or drop-off no later than April 17, 2025 by 4:00 pm.

All proposers must submit one (1) hard copy and a digital PDF format on a pen drive, in a sealed envelope clearly marked with the RFP name, number, and closing date. Proposals will not be read upon receipt. All proposals will be opened and read in a closed session at the District Office. The District will then proceed with the review process and post the results as outlined in the RFP document. It is the sole responsibility of the Proposer to ensure that responses are received on time and at the correct 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 Karina Mesa, Contract Specialist, karmesa@bpsd.us. Questions must be submitted no later than April 8, 2025, by 4:00 pm.

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: March 28, 2025 & April 4, 2025

## I. PROGRAM OVERVIEW

Introduction and Background

Buena Park School District is accepting proposals from community partners with experience operating high-quality after-school programs to provide our students with Expanded Learning Opportunities on select elementary and middle school sites. "Expanded learning" means before-school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

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 later than 6:00 pm each school day and for 9 hours for the 30 non-school, summer, or intersession days.

Community partners shall comply with all applicable laws, including without limitation the California Education Code, all California Department of Education regulations or guidance applicable to After School Education and Safety Programs (ASES) and Expanded Learning Opportunities Program (ELO-P) funding, and all federal, state, and local laws regarding Public Health. Such requirements include a precondition that all staff submit fingerprinting and a state and federal background check, prior to commencing work.

## II. GENERAL INFORMATION

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

The District intends to retain Proposer(s) who have the background, strength, management, and expertise to provide an extended learning program for Transitional Kindergarten (TK) to 6th-grade students. The services will be provided after school during the full school year, which consists of 180 instructional days, and a full-day program for the 11 intersession days.

Proposers selected through this process will work cooperatively with District leadership while providing these services. Please refer to the calendar in Exhibit A for details of the specific days. The District reserves the right to award an RFP to one or multiple proposers.

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 10:1 for Transitional Kindergarten and Kindergarten and 20:1 for 1st through 6th grades.

## III. TERMS AND CONDITIONS

### Late Proposals

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

### Amendments to RFP

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

### Final Authority to Award

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

### Public Records

Proposals will be read in a closed session at the District to assure confidentiality and avoid disclosure of the contents to competing proposers 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 that 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 Proposer that indiscriminately identifies all or most of its submittal as exempt from disclosure without justification may be deemed non-responsive.

### Confidentiality of Student Information

Proposer and its employees 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.

## IV. REQUEST FOR PROPOSAL INQUIRY GUIDELINES

Persons or entities ("Proposer") submitting proposals in response to this Request for Proposals ("RFP") should direct all questions to the following District contact: Karina Mesa, Contract Specialist, karmesa@bpsd.us. Questions must be submitted no later than **April 8, 2025, by 4:00 pm**. Proposers must refrain from contacting any District employees other than the designated contact person. Failure to comply may result in disqualification from the RFP process.

To maintain fairness and transparency, all inquiries must be submitted exclusively through the designated process outlined in this document. Proposers may request additional information, and the District will provide responses in the form of an addendum, which will be posted on the District's website. The District will make every effort to respond promptly, and all answers will be compiled and posted no later than **April 11, 2025, by 4:00 pm.**

The District reserves the right to reject any and all responses to this RFP and may amend this RFP as necessary. All materials submitted in response to this RFP shall remain the property of the District. The District is not responsible for any costs incurred in the preparation of proposals.

## V. AGREEMENT

The proposer will be required to enter into an agreement with the District which is substantially the same as the agreement included with this RFP. In no event is a proposer to submit its own standard agreement terms and conditions as a response to this RFP. If a proposer objects to any of the provisions of the District's standard agreement, it must identify in the proposal any clauses that 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 the negotiation of the final agreement.

The District reserves the option to renew this agreement for up to four (4) additional

one-year periods, in accordance with EC 17596 with the approval of the Governing Board. Renewal is subject to mutual agreement between the district and the proposer. Any expected changes to service delivery or program modifications will be reviewed and agreed upon by both parties in advance, ensuring that the proposer can meet the district's evolving needs throughout the agreement term and any subsequent renewals.

Renewal of the agreement will be based on the identical terms of this RFP and executed agreement. Rate changes must be submitted 60 days prior to the expiration of the original term and any additional term thereafter.

For reference, please see attached agreement in Exhibit C.

## VI. INSTRUCTIONS

**Proposers may submit for one or more RFP options.**

### Option 1: TK-2nd Grade at Elementary Sites

**Duration:** After school for the 180 instructional days plus 11 full intersession days, per the calendar in Exhibit A.

The District retains the right to award one or more contracts by school site to one or multiple proposers. **Please provide a cost proposal for each school site listed below:**

Corey Elementary: Serve a minimum of 100 students per site
Emery Elementary: Serve a minimum of 100 students per site
Gilbert Elementary: Serve a minimum of 100 students per site
Pendleton Elementary: Serve a minimum of 100 students per site
Whitaker Elementary: Serve a minimum of 100 students per site

**Program Requirements**:

All elementary sites will require programs that meet the following specifications:

- Provide a comprehensive Expanded Learning Opportunities Program that focuses on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences.
- Clear accountability measures to ensure the effectiveness of your program
- Ability to provide the program for 11 additional intersession days beyond the regular school year
- The student-to-adult ratio for this program is 10:1 for Transitional Kindergarten and Kindergarten and 20:1 for 1st through 2nd grade.
- Ability to provide Short-term Enrichment programs (ie. sports, STEAM, Arts, etc.)
- Ability to provide assistance for students who are not yet toilet independent.
- Ability to provide first-aid CPR and emergency procedures such as EpiPen use as needed.
- Demonstrated capacity to provide behavioral support and address

additional student needs through positive interventions, adhering to the district/school's Positive Behavioral Interventions and Supports (PBIS) framework, which may include additional staff for student support as needed
- Collaborate with district staff on academic and behavior intervention programs including flexible schedules.
- Establish a collaborative process with designated district staff to review and determine appropriate consequences for student behavior notices prior to any communication with parents.
- A behavior specialist who will support site coordinators and instructors with student behavior analysis, support plan development, and monitoring
- Utilize the district attendance and reporting system for sign-in, sign-out
- Ensure all staff complete required mandated training prior to the start of work
- Promote positive relationships with families through respectful and open communication
- Two (2) gate attendants at each site to sign out students and monitor gate access for the safety of all afterschool program students during program hours.

Please address in your proposal how your program will incorporate developmentally appropriate, play-based enrichment activities for Transitional Kindergarten and Kindergarten students. These activities should be aligned with the California Preschool Learning Foundations and the State Standards for Kindergarten. There should be an emphasis on the visual and performing arts, social-emotional learning, and physical development/health.

**Option 2: 3rd-5th Grade at Emery Elementary**

**Duration:** After school for the 180 instructional days plus 11 full intersession days, per the calendar in Exhibit A.

**Program Requirements**:

- Provide a comprehensive Expanded Learning Opportunities Program that focuses on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences.
- Serve a minimum of 120 students at Emery Elementary only
- Clear accountability measures to ensure the effectiveness of your program
- Ability to provide program for 11 additional intersession days beyond the regular school year
- Ability to provide Short-term Enrichment programs (ie. sports, STEAM, Arts, etc.)
- The student-to-adult ratio for this program is 20:1 for 3rd through 5th grade.
- Ability to provide assistance for students who are not yet toilet independent.
- Ability to provide first-aid CPR and emergency procedures such as EpiPen use as needed.

- Ability to support students with behavioral and other additional needs including a positive intervention approach.
- Collaborate with district staff on academic intervention programs including flexible schedule

**Option 3: 11 Intersession Days at Corey, Gilbert, Pendleton, Whitaker (Grades 3-5) & Buena Park and Beatty Middle School (Grade 6)**

Duration: Only 11 full Intersession days, per the calendar in Exhibit A

**Program Requirements**:

- Provide a comprehensive Expanded Learning Opportunities Program that focuses on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences.
- Serve a minimum of 100 students per site
- Clear accountability measures to ensure the effectiveness of your program
- Ability to provide Short-term Enrichment programs (ie. sports, STEAM, Arts, etc.)
- Ability to provide assistance for students who are not yet toilet independent.
- Ability to provide first-aid CPR and emergency procedures such as EpiPen use as needed.
- The student-to-adult ratio for this program is 20:1 for 3rd through 6th grade.
- Ability to support students with behavioral and other additional needs including a positive intervention approach.
- Collaborate with district staff on academic intervention programs including flexible schedules
- One (1) gate attendant to sign out students and monitor gate access for safety for all afterschool program students during program hours at each of the following sites:
    - Buena Park Middle School
    - Beatty Middle School

## VII. SUBMISSION INSTRUCTIONS

All proposers must submit one (1) hard copy and a digital PDF format on a pen drive, in a sealed envelope clearly marked with the RFP name, number, and closing date. Proposals must be received by **April 17, 2025, no later than 4:00 pm. Any proposals received after this date and time will be deemed late and will not be accepted.**

Please submit a complete proposal that includes all required components to ensure a thorough review. Your submission must include the following:

1. **Proposal Narrative** – Must not exceed 15 double-spaced pages using a 12-point font (excluding budget, schedule, and attachments).
2. **Daily Program Schedule** – Provide a detailed daily program schedule.

3. **Budget** – Use Exhibit B as a sample.
4. **Proposer Funding Information** – Proposer's financial information.
5. **References** – Use Exhibit C as a template to provide references.

Ensure all required documents are included for a complete submission. The agreement is provided for your review only and does not need to be submitted with the proposal.

## VIII. SUBMISSION OF PROPOSAL

The narrative portion of the proposal, excluding the budget, daily program schedule, and relevant attachments, should not exceed **fifteen (15) typed pages**, double-spaced, using a **12-point font**.

1. **Proposal Narrative**
    - Experience, Qualifications & References: Describe your organization's mission, background, and ability to provide expanded learning services. Summarize your relevant experience, past program success, and any partnerships with school districts or similar organizations. Include at least two contact information for references from previous or current clients. Please use Exhibit C to provide information for your reference.
    - Staff Capacity, Program Coordination & Professional Development: Explain your staffing plan, including how you will recruit, train, and retain qualified staff. Describe staff roles, highlight the experience of key personnel, and detail how the program will be managed day-to-day. Include your approach to ongoing professional development, training, and plan for continuous improvement.
    - Youth Development, Health & Safety, and Alignment with District Goals: Describe how the program promotes student learning, well-being, and development. Share strategies to support inclusion, engagement, and adherence to health and safety standards. Include a sample daily schedule with key program components and age groups served. The program should align with the Buena Park School District's (BPSD) Local Control and Accountability Plan (LCAP) goals and incorporate the following Quality Standards for our TK – 6$^{th}$-grade students.
        - 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

## 2. Daily Program Schedule

Include a sample daily schedule with key program components and age groups served. Be sure to specify how student engagement will be maintained on early release days and minimum days. Early release days and minimum days are indicated on the calendar provided in Exhibit A.

## 3. Budget

Proposers must submit a detailed budget outlining all funding sources, including the requested grant funds and any additional funding from other sources. The budget should accurately reflect the total operational cost of the program. Facilities costs for programs located at District schools will be covered by the District and should not be included in the proposed budget.

**Pricing & Adjustments:** The proposed budget/price for services must be based on estimated student enrollment and will be subject to adjustment based on actual enrollment figures. If actual enrollment differs from the estimate, the price will be prorated on a per-student basis and adjusted accordingly. Additionally, upon renewal of the agreement, the District will consider an annual price adjustment based on inflation as outlined in **Section V - Agreement**. Proposers requesting a price adjustment must submit appropriate supporting documentation for the proposed increase.

**Budget Requirements:** Proposers must provide a detailed cost breakdown, ensuring transparency in how funds will be allocated. Total indirect and administrative costs must not exceed 10% of the total proposed budget, in compliance with grant funding requirements. The budget must clearly differentiate between direct costs, administrative costs, and indirect costs, as defined below:

- **Direct Costs (Program Delivery)**: Direct costs refer to expenses incurred for services provided at the school site, where students are the direct beneficiaries. These include:
    - **Personnel Costs** – Salaries and benefits for instructors, tutors, and program staff.
    - **Instructional Materials & Supplies** – Curriculum, books, learning kits, and technology resources.
    - **Student Enrichment Activities** – STEM workshops, arts & crafts, field trips.
    - **Program Equipment** – Sports equipment, classroom technology.
- **Administrative Costs (Program Management)-** Administrative costs are related to personnel and materials required for program administration but do not directly support students.
- **Indirect Costs (General Management)-** Indirect costs are associated with general management and agency-wide operational expenses.

**Budget submission requirements**

- Provide a complete budget breakdown, itemizing all direct, administrative, and indirect costs.
- Ensure that indirect and administrative costs do not exceed 10% of the total proposed budget.
- For Option 1 - Include a cost proposal for each site. The District may award one or more sites to multiple proposers based on these site-specific budgets.

**Cost Calculation**

A sample cost calculation has been provided in **Exhibit B** for reference. Proposers should use this as a guide when structuring their budget submissions. Failure to provide a complete and transparent budget, including required justifications and documentation, may result in disqualification from consideration.

4. **Proposer Funding**
   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
5. **References**

   Include contact information for at least two references from previous or current clients. Please use **Exhibit C** to provide information for your reference.

## IX. SELECTION CRITERIA

The following criteria will be used to evaluate proposals for the Expanded Learning Opportunities Program (ELO-P). The District reserves the right to modify, add, or remove evaluation criteria as necessary. If additional steps are required for selection, supplementary criteria may be introduced at the District's discretion. The District also reserves the right to make an award based on initial proposals received without further discussions with proposers.

# Proposal Evaluation Rubric

| Evaluation Criteria | Points | Description |
|---|---|---|
| Experience, Qualifications & References | 20 | ● Demonstrates relevant experience and past performance.<br>● Brief description of the organization, goals, and capacity to provide services.<br>● Shows prior successful collaboration with the district or similar organizations.<br>● Includes references from past districts or organizations. |
| Staff Capacity, Program Coordination & Professional Development | 20 | ● Demonstrates ability to hire, train, and retain qualified staff.<br>● Outlines clear strategies for staffing levels, scheduling, and program execution.<br>● Highlights qualifications and expertise of key personnel to ensure effective program coordination<br>● Provides a professional development plan for continuous staff training. |
| Budget Justification & Compliance with RFP Requirements | 20 | ● Provides a transparent breakdown of costs with justification.<br>● Demonstrates cost efficiency while maintaining high-quality services.<br>● Adheres to all RFP submission guidelines and includes required documentation.<br>● Ensures clarity, completeness, and feasibility of the proposal. |
| Youth Development, Health & Safety, and Alignment with District Goals | 20 | ● Demonstrates commitment to student learning, well-being, and development.<br>● Aligns programs/services with BPSD's LCAP goals and community needs.<br>● Provides strategies to support student engagement and inclusivity.<br>● Addresses how all Quality Standards will be incorporated into the program.<br>● Ensures adherence to health and safety regulations.<br>● Sample daily schedule including core components of programming, ages, and grades served. |

## X. NOTIFICATION PROCESS

The District may award the RFP to one or more proposers. The District will evaluate and notify awardees no later than April 25, 2025. Administration is recommending that the award of this RFP be placed on the agenda for consideration at the regularly scheduled Governing Board meeting on May 12, 2025.

Please note, that this Notice of Intent does not constitute a contractual obligation and may be withdrawn at any time prior to the execution of a contract. We will contact the awardee with the next steps following the Board's approval. Once the Board approves, the agreement will be executed and all required documents will be collected.

# EXHIBIT A

## Buena Park School District – Instructional Calendar 2025-2026

| July 2025 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | TH | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

| August 2025 | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 26 | 30 |
| 31 | | | | | | |

| September 2025 | | | | | | |
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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

| October 2025 | | | | | | |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

| November 2025 | | | | | | |
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| 23 | ~~24~~ | ~~25~~ | ~~26~~ | 27 | 28 | 29 |
| 30 | | | | | | |

| December 2025 | | | | | | |
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| 28 | 29 | 30 | 31 | | | |

| January 2026 | | | | | | |
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| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

| February 2026 | | | | | | |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 28 | 26 | 27 | 28 |

| March 2026 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | TH | F | S |
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | ~~16~~ | ~~17~~ | ~~18~~ | ~~19~~ | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

| April 2026 | | | | | | |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

| May 2026 | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
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| 31 | | | | | | |

| June 2026 | | | | | | |
|---|---|---|---|---|---|---|
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| 7 | ~~8~~ | ~~9~~ | ~~10~~ | ~~11~~ | ~~12~~ | 13 |
| 14 | ~~15~~ | ~~16~~ | ~~17~~ | ~~18~~ | 19 | 20 |
| 21 | ~~22~~ | ~~23~~ | ~~24~~ | ~~25~~ | ~~26~~ | 27 |
| 28 | ~~29~~ | ~~30~~ | | | | |

EARLY RELEASE every Thursday; review school site schedule for exact release time.

| ***Non-School Days** | | Thanksgiving Holiday | Nov. 24 -28, 2026 |
|---|---|---|---|
| Certificated Staff Development Day* | Aug. 7 & Nov. 3, 2025 | Winter Recess | Dec. 22, 2025 – Jan. 2 2026 |
| Instructional Asst. Prof. Development Days* | Aug. 8 & Nov. 3, 2025 | Martin Luther-King, Jr. Day | Jan. 19, 2026 |
| Certificated Professional Planning Day* | Aug. 8, 2025 | Lincoln Day | Feb. 9, 2026 |
| First Day of School (Early Release Day) | Aug. 11, 2025 | Washington Day | Feb. 16, 2026 |
| Labor Day | Sept. 1, 2025 | Spring Recess | Mar. 16 - 20, 2026 |
| Parent/Teacher Conferences* | Oct. 2 & 3. 2025 | Memorial Day | May 25, 2026 |
| Veteran's Day | Nov. 11, 2025 | Last Day of School (Early Release Day) | May 28, 2026 |
| ~~ELOP Intersessions 7:30am – 4:30pm~~ | ~~Oct. 2-3, Nov. 24-26, Dec. 22-23, Mar. 16-19~~ | | |
| ~~ELOP Summer~~ | ~~Jun. 3-30 (excluding 19th)~~ | | |

Minimum Days

TK-8: September 9, 2025; February 3, 2026; April 14, 2026

TK-5 only: November 4, 2025; March 3, 2026; May 19, 2026

6-8 only: October 14, 2025; December 16, 2025; March 24, 2026; May 26, 2026

Elementary Trimester Dates

Trimester 1: August 11 – November 7, 2025

Trimester 2: November 10, 2025 – March 6, 2026

Trimester 3: March 9 – May 28, 2026

Middle School Quarter Dates

Quarter 1: August 11, 2025 – October 10, 2025

Quarter 2: October 13 – December 18, 2025

Quarter 3: January 6 – March 13, 2026

Quarter 4: March 23 – May 28, 2026

Recommended to Governing Board: March 10, 2025

**EXHIBIT B**

| Cost Calculation Sample | |
|---|---|
| Program Cost | Amount |
| **Direct Cost** | |
| Instructor | 25,000 |
| Supplies | 5,000 |
| Program Supervisor | 12,000 |
| A. Total Direct Cost | 42,000 |
| **Administrative Cost** | |
| Administrator | 2,000 |
| B. Total Administrative Cost | 2,000 |
| C. Total Project Cost - ( A+B) | 44,000 |
| D. Max Indirect & Admin allowed - 10% | 4,400 |
| Total Proposed Budget (10% of C.) | |
| E. Allowable Indirect Cost - (E=D-B) | 2,400 |
| | |
| **F. Total Proposed Cost including Indirect (C+E)** | **46,400** |

SAMPLE

**EXHIBIT C**
**REFERENCES, EXPERIENCE, AND EXPERTISE**

School District _____

Contact Person _____

Contact Person Title _____

Telephone Number _____

Email Address _____

Services Provided _____

_____

_____

School District _____

Contact Person _____

Contact Person Title _____

Telephone Number _____

Email Address _____

Services Provided _____

_____

_____

# EXHIBIT D
# 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 _____ _____ ("_____").

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, the District issued a Request for Proposals ("RFP") # 252601 BPSD-ELO-P for its Expanded Learning Opportunities Program ("ELO-P") in order to seek community partners with experience operating high-quality after-school programs for students;

WHEREAS, the District received _____ (__) proposals responding to the RFP and awarded to _____.

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Awardee. _____ shall provide a comprehensive Expanded Learning Opportunities Program ("ELO-P") as required pursuant to RFP # 252601 BPSD-ELO-P, as set forth in _____ ("Services"). Such Services are described in more detail in said RFP and the response to the RFP attached hereto in Exhibit A and incorporated by reference. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of provider's profession.

2. Term. Provider shall commence providing Services under this Agreement on _____ and will diligently perform as required and complete performance by _____. This Agreement may be extended for four (4) additional one-year terms upon approval by the District's Governing Board.

3. Compensation. District agrees to pay provider for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed _____ Dollars and _____ Cents ($_____), which includes all costs and expenses that will be paid or incurred by _____ in performing the Services. The District may adjust the price based on actual enrollment during the year. District shall pay provider based upon an agreed schedule of payments and supported by detailed invoices. Payment shall be within thirty (30) days of approval of the detailed invoice by the District.

4. Expenses. Provider shall be reimbursed for any costs or expenses paid or incurred by provider in performing the Services for District as set forth in Section 3.

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 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 employee

6. 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.

7. 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. Termination of Services shall take effect thirty (30) days from receipt of the notice. Provider may, at any time, with or without reason, terminate this Agreement. Provider shall only be compensated for Services satisfactorily performed to the date of termination. Notice shall be deemed given when received by the District or no later than three (3) days after the day of mailing, whichever is sooner. Termination of Services shall take effect thirty (30) days from receipt of the notice.

8. 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.

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

9.1 _____ shall, at _____'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 _____'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) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than $1,000,000 per occurrence. (Required only if the ____ drives on behalf of the District in the course of performing Services.)

(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 _____'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 _____
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 _____.

9.2 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.

10. Assignment. The obligations of the provider pursuant to this Agreement shall not be assigned by the provider.

11. 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.

11.1. 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.

11.2. 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.

12. 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.

13. 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 tornados, 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.

14. Entire Agreement/Amendment. This Agreement 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.

15. 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.

16. 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.

17. 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: | Provider: |
|---|---|
| Buena Park School District | _____ |
| 6885 Orangethorpe Avenue | _____ |
| Buena Park, CA 90620 | _____ |
| Attn: Sandra Poteet | Attn: _____ |

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 _____, 2025.

| | |
|---|---|
| Buena Park School District | _____ |
| By: _____ | By: _____ |
| Signature | Signature |
| Sandra Poteet | _____ |
| Name | Name |
| Chief Financial Officer | _____ |
| Title | Title |
| | _____ |
| | Taxpayer Identification Number |

**NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY**

**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.**

**CERTIFICATION BY CONTRACTOR**

To the Governing Board of Buena Park School District:

I, _____ am the _____, and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in

Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Contractor

_____
Address

_____
Telephone Number