REQUEST FOR PROPOSALS
Fiscal Year 2025-2026

Expanded Learning Opportunities Program (ELO-P)

RFP#252602 BPSD-Enrichment-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, by 4:00 pm
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#252602 BPSD-Enrichment-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 extended learning programming 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 full-day programming 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 contracts to 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

Proposals submitted after the deadline will not 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 expected 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 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 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

Short-Term Enrichment Program - We are inviting proposals for short-term enrichment programs that will provide engaging and developmentally appropriate activities for Transitional Kindergarten (TK) through 6th-grade students. These programs should be offered during the regular school year. While examples of enrichment programs include sports, STEAM (Science, Technology, Engineering, Arts, and Mathematics), Visual and Performing Arts (VAPA), and Speech and Debate, the district is open to all or any ideas of enrichment submitted by the proposer.

Duration: Programs should be designed to run during the regular school year. Please refer to the calendar attached in Exhibit A.

Program Requirements:

The purpose of these proposals is to provide high-quality, engaging activities for our TK – 6th grade students at all BPSD school sites. The student-to-adult ratio for this program is 10:1 for Transitional Kindergarten and Kindergarten and 20:1 for 1st through 6th grades.

All activities should incorporate the following Quality Standards into their program:

- Safe and Supportive Environment: Ensure a safe and nurturing environment where students feel supported.
- Active and Engaged Learning: Foster active participation and engagement in learning activities.
- Skill Building: Promote the development of new skills and knowledge.
- Youth Voice and Leadership: Encourage student input and leadership opportunities.
- Healthy Choices and Behaviors: Support healthy lifestyle choices and behaviors.
- Diversity, Access, and Equity: Ensure all students have access to the program and promote inclusivity.
- Quality Staff: Employ qualified and dedicated staff to deliver the program.
- Clear Vision, Mission, and Purpose: Clearly articulate the program's vision,

mission, and purpose.

This comprehensive enrichment proposal will serve TK–6th grade students, ensuring that each age group receives developmentally appropriate activities that promote growth across physical, emotional, artistic, and academic domains. By incorporating Visual and Performing Arts, STEAM, Social-Emotional Learning, and Physical Health, the program will meet the needs of all learners, fostering a safe, engaging, and inclusive environment for every student.

VII. SUBMISSION INSTRUCTIONS

All proposers must submit one (1) hard copy and a digital PDF copy of the proposal, within a sealed envelope clearly marked with the legal proposal number and name. Proposals must be received by **Thursday, April 17, 2025, at 4:00 pm. Any Proposals received after this date and time will be deemed late and not 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. **Program Schedule** – Provide a detailed program schedule.
3. **Budget** – Use Exhibit B as a sample.
4. **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

- Organization Description: Provide a clear and thorough description of your organization, including your mission, goals, and the capacity to deliver high-quality services. Describe your organization's background, key accomplishments, and relevant experience. Additionally, explain how your organization's goals and services align with the Buena Park School District's (BPSD) Local Control and Accountability Plan (LCAP) goals.

- Program Description: Provide an overview of the proposed program, highlighting the types of student activities included and how they

promote engagement and support student learning. Be sure to describe any culminating activities or events planned as part of the program. Explain the program's staffing structure, implementation timeline, anticipated number of students to be served, and the physical space requirements. Include a sample schedule that outlines the core components of your programming, specifying the ages and grade levels of the students to be served. Clearly state how many days per week and how many hours per day the program will operate. Describe how the program will incorporate California's Quality Standards for Expanded Learning into its design and delivery.

- Evaluation Tools and Methods: Describe how your organization will measure program effectiveness. Identify the evaluation tools and methods you will use for continuous improvement.
- Cost and Budget: Provide a detailed budget that outlines all projected costs associated with the program. The narrative should demonstrate cost-effectiveness and explain how the proposed expenditures support program goals and align with quality standards. Ensure that the budget reflects fiscal responsibility and a clear connection to delivering a high-impact, sustainable program.

2. 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.

3. Budget Submission Requirements

- Provide a complete budget breakdown, itemizing all direct, administrative, and indirect costs.
- Ensure that administrative and indirect costs do not exceed 10% of the total proposed budget.

4. 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.

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
Organization Description	20	● Comprehensive and clear description of the organization, goals, and capacity to provide services. ● Strong alignment with BPSD's LCAP goals.
Program Description	20	● Engaging description of proposed activities. ● Describes staffing, timeline, number of students served, and space required. ● Provide a sample schedule including core components of your programming with ages and grades to be served. ● Specify the number of days and hours per week the activities will be conducted. ● Addresses how all Quality Standards will be incorporated into the program.
Evaluation Tools and Methods	20	● Description of evaluation tools and methods to measure program effectiveness. ● Demonstrates a strong approach to continuous improvement.
Cost and Budget	20	● A detailed and transparent budget outlining all costs associated with the program. ● Cost-effectiveness and alignment with program goals and quality standards.

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						
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	26	30
31						

September 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				

October 2025						
			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	

November 2025						
						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						

December 2025						
	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			

January 2026						
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

February 2026						
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	28	26	27	28

March 2026						
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				

April 2026						
			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		

May 2026						
					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						

June 2026						
	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~~				

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 _____ _____ ("Provider").

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") # 252602 BPSD-Enrichment for its Expanded Learning Opportunities Program ("ELO-P") in order to seek community partners with experience operating high-quality after-school enrichment 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 # 252602 BPSD-Enrichment, 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 _____'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