

**LAS VIRGENES UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL (RFP)
LVUSD PLUS+ EXPANDED LEARNING SERVICES
RFP No. 01.09-904-2026-002**



Las Virgenes Schools

RFP Release Date: October 29, 2025

Proposal Due Date: December 5, 2025, by 4:00 PM (PST)

Anticipated Board Approval: December 2025 Regular Board Meeting

District Contact for this RFP:

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SECTION 1 — INTRODUCTION AND PURPOSE

1.1 Introduction

Las Virgenes Unified School District (“District” or “LVUSD”) invites qualified and experienced agencies (“Contractor” or “Proposer”) to submit proposals to provide enrichment and recreation staffing services in support of the District’s LVUSD Plus+ (Play and Learn with Us) expanded learning program.

The intent of this Request for Proposals (“RFP”) is to establish a multi-year partnership with a Contractor capable of supplying trained, dependable, and student-centered staff who will implement high-quality, play-based programming and enrichment under the direction and supervision of LVUSD Site Coordinators. The focus of services is to support student engagement, enrichment, creativity, movement, social connection, and positive youth development.

Pursuant to Resolution No. 17-25, the District’s governing Board of Trustees determined that extended learning opportunities program services are special services for providing administrative matters in accordance with Government Code section 53060.

1.2 Program Philosophy — LVUSD Plus+ (Play and Learn with Us)

LVUSD Plus+ represents the District’s unwavering commitment to providing high-quality, developmentally responsive, and student-centered extended learning experiences. The program is rooted in the belief that all children thrive in safe, supportive environments where they are known, valued, and connected. Through joyful and meaningful play, students build positive relationships, develop a deep sense of belonging, and engage in activities that promote physical well-being and healthy movement. LVUSD Plus+ further seeks to inspire creativity and curiosity by offering diverse enrichment opportunities that spark exploration, imagination, and personal growth. Central to this commitment is the District’s focus on ensuring that programs are inclusive, equitable, and accessible for all learners, reflecting our core values and our mission to nurture the whole child.

To uphold these standards, all personnel employed by the Contractor will be expected to implement programming that fully aligns with LVUSD Plus+ values as well as the California Quality Standards for Expanded Learning Programs. Programming must prioritize active and engaging experiences. Activities should be grounded in hands-on play, recreation, and enrichment that promote collaboration, problem-solving, and social-emotional development. Staff are to intentionally foster positive peer interactions, encourage teamwork, and support the development of self-awareness, self-management, and interpersonal skills. We are looking for a partner that can provide thematic enrichment offerings during time blocks at our sites.

In partnership with the District, the Contractor will ensure that all offerings support the whole child and reflect a strengths-based approach, acknowledging the diverse backgrounds, interests, and abilities of students. Through purposeful design, thoughtful supervision, and high-quality engagement practices, the program will cultivate environments where students are physically active, emotionally supported, intellectually stimulated, and socially connected. This shared commitment will ensure that LVUSD Plus+ continues to enhance student well-being, extend learning beyond the school day, and strengthen the fabric of our school communities.

1.3 Purpose of the RFP

The primary purpose of this Request for Proposals (RFP) is to establish a partnership with a qualified and experienced staffing organization capable of supporting the successful implementation of the LVUSD Plus+ Expanded Learning Program at ten District school sites. The District seeks to secure a provider with the demonstrated capacity to recruit, employ, train, and supervise a minimum of thirty staff members who will be assigned across school locations to ensure consistent, high-quality delivery of after-school recreation and enrichment services. These personnel must be scheduled in alignment with one of three District-defined shift models of 22.5, 24, or 30 hours per week, thereby ensuring predictable staffing coverage, continuity of operations, and a stable workforce that can build relationships with students and school communities.

The selected Contractor will be responsible for implementing play-based, student-centered programming during after-school hours that aligns with the vision, standards, and expectations of the LVUSD Plus+ initiative. The District is committed to providing students with supportive environments where they can explore interests, engage in meaningful play, and develop positive relationships that contribute to their overall well-being. The Contractor must therefore employ personnel who can promote joyful, hands-on experiences that foster social, emotional, and physical development and reflect the District's whole-child approach.

In addition to supporting the program during the school year, the Contractor must possess the organizational capacity to independently operate enrichment services during designated non-instructional periods. This includes providing a fully autonomous Summer Session at two campuses (length of summer to be determined), operating each day from 1:00 p.m. to 5:00 p.m., and delivering twenty total days of autonomous intersession programming throughout the school year from 8:00 AM-5:00 PM. For these periods, the Contractor will be required to assume full responsibility for enrichment delivery, site coordination, staff supervision, and program management while maintaining compliance with District expectations, applicable regulations, and all standards outlined in this RFP. The Contractor's work during Summer Session and intersession days must reflect the same level of quality, intentionality, and student-centered focus expected during the school year.

Through this RFP process, the District intends to identify a staffing partner that can uphold LVUSD Plus+ values, sustain a dependable workforce, and deliver programming that prioritizes student safety, engagement, enrichment, and belonging. The District's goal is to initiate a collaborative and service-oriented partnership that supports expanded learning programs which inspire students, strengthen school communities, and extend the District's commitment to whole-child development beyond the regular school day.

1.4 Nature of the Partnership

This Request for Proposals (RFP) is not a solicitation for a lead program operator, nor is it intended to transfer programmatic control, management authority, or decision-making responsibilities to an external entity. The Las Virgenes Unified School District (LVUSD) will retain full ownership, oversight, and governance of the LVUSD Plus+ Expanded Learning Program, including all elements of program design, instructional vision, operational direction, and on-site supervisory responsibility. The District will continue to set expectations, establish standards of practice, guide the student experience, and ensure that the program remains aligned with LVUSD's mission, values, policies, and whole-child priorities.

Under this partnership model, the selected Contractor will serve exclusively as the staffing provider for the program, rather than the operator of the program. The Contractor will be responsible for employing all assigned personnel, ensuring compliance with applicable labor laws and District requirements, conducting initial and ongoing training, and maintaining a qualified and reliable workforce. The Contractor shall further ensure that all personnel meet LVUSD standards, including background clearance, mandated reporter compliance, and any additional certifications or trainings required by the District. Although Contractor staff will be employees of the selected firm, they will work on District campuses and are expected to uphold LVUSD expectations at all times.

Daily program direction, activity design, student engagement priorities, supervision protocols, and on-site schedules will be determined and led by LVUSD Site Coordinators and District administration. Contractor personnel will be expected to collaborate closely and consistently with LVUSD Site Coordinators, who will direct on-site assignments, establish schedules, oversee implementation of enrichment and recreation activities, and ensure fidelity to the LVUSD Plus+ vision. The Contractor will be required to maintain open lines of communication with District staff, respond promptly to direction, and support the seamless execution of the program as defined by LVUSD.

This structure preserves the integrity, continuity, and identity of the LVUSD Plus+ program by ensuring that all substantive programmatic decisions remain under District control, while simultaneously leveraging the Contractor's staffing capacity and human-resources infrastructure

to support workforce recruitment, retention, and management. Through this staffing-only model, LVUSD will safeguard program consistency and educational quality across all sites, while benefiting from a collaborative partnership that enhances operational efficiency, staffing stability, and service reliability.

1.5 Contract Term

The District intends to award an initial three (3)-year agreement to the selected Contractor, establishing a stable, multi-year partnership that supports program continuity, workforce consistency, and high-quality implementation across all participating school sites. At the conclusion of the initial contract term, the District may, at its sole discretion and based on satisfactory performance, compliance, and continued program need, exercise the option to extend the agreement for up to two (2) additional one-year renewal periods. Any such renewal shall be at the District's sole discretion and may be contingent upon the Contractor's demonstrated effectiveness, responsiveness to District direction, and adherence to all contractual, operational, and service standards established by the District.

SECTION 2 — DISTRICT BACKGROUND AND PROGRAM OVERVIEW

2.1 District Overview

Las Virgenes Unified School District (LVUSD) serves students across western Los Angeles and eastern Ventura counties. The District is committed to academic excellence, whole-child development, inclusive opportunities, and safe, engaging school environments. LVUSD's expanded learning efforts are an extension of these values, ensuring that before-school, after-school, intersession, and summer programs reflect the District's standards of quality, equity, and student care.

2.2 LVUSD Plus+ Program Overview

LVUSD Plus+ (Play and Learn with Us) serves as the District's official expanded learning brand and reflects LVUSD's commitment to providing high-quality experiences for students beyond the traditional school day. The program is designed to offer welcoming, well-supervised environments in which students feel safe, supported, and connected. Central to the LVUSD Plus+ philosophy is the belief that play-based recreation and purposeful enrichment are essential components of healthy child development. The program places a strong emphasis on positive youth development, the cultivation of social-emotional competencies, and the presence of consistent, caring adults who build relationships, foster belonging, and nurture each student's growth. Each campus offering LVUSD Plus+ is expected to maintain a safe, student-centered atmosphere in which the needs of the whole child are prioritized and every student is provided an opportunity to explore interests, build confidence, and experience joy.

The LVUSD Plus+ program is already designed to serve an academic enrichment component in line with ELOP guidelines. For our enrichment, LVUSD Plus+ requires programming that is active, engaging, developmentally appropriate, and hands-on. Experiences should be intentionally designed to promote creativity, movement, exploration, collaboration, and positive peer interaction. Examples of appropriate enrichment and recreation may include athletic activities and organized play, visual and performing arts, music, movement, dance, STEM and maker-inspired projects, team-building challenges, cooperative problem-solving, outdoor learning, and other forms of guided play that stimulate imagination and physical activity. Activities must be structured in a way that elevates the student experience, supports social and emotional well-being, and aligns with the District's whole-child vision.

Through LVUSD Plus+, the District seeks to extend its core values beyond classroom hours, ensuring that students remain in safe, engaging environments where they can thrive—socially, emotionally, physically, and creatively. The program is designed to complement, rather than replicate, the school day, offering experiences that enrich student lives, strengthen school connections, and support healthy development in a supervised and nurturing setting.

2.3 Sites to Be Served

The Contractor will support 10 District campuses during the school year with a minimum of 30 staff assigned across all sites. Two (2) of these campuses will also serve as Summer Session and intersession sites. The summer and intersession programs both require the contractor to have supervision and coordination during the assigned block, as LVUSD staff will not be on campus.

A full site list will be provided in Appendix A.

SECTION 3 — SCOPE OF SERVICES

3.1 General Scope

The Contractor shall be responsible for providing qualified personnel to support the delivery of high-quality recreation and enrichment services consistent with LVUSD Plus+ program expectations, the California Quality Standards for Expanded Learning Programs, and all applicable District policies and procedures. As the employer of record, the Contractor will be solely responsible for the hiring, employment, supervision, evaluation, and, when necessary, discipline or dismissal of staff assigned to District sites. The Contractor shall ensure that all personnel meet District-established qualifications and shall provide initial and ongoing professional development to support effective, child-centered program implementation.

The Contractor will be required to maintain full compliance with all legal and regulatory requirements, including but not limited to background checks, Department of Justice and FBI

clearances, tuberculosis testing, mandated reporter training, and any other certifications, training modules, or clearance processes required by law or by the District. The Contractor must ensure consistent and reliable staffing on a daily basis at each assigned site, including the timely provision of substitutes or additional personnel when needed, so that program operations are not disrupted and student safety and supervision are never compromised. The contractor shall maintain timesheets to pay identified staff as needed.

While Contractor personnel will be employees of the selected firm, all program direction, activity expectations, supervision protocols, and daily schedules will be established by LVUSD. Contractor staff shall collaborate closely with LVUSD Site Coordinators, who will oversee daily programming, provide on-site guidance, direct activity implementation, and ensure alignment with LVUSD Plus+ goals, expectations, and standards of practice. The Contractor shall support this collaborative model by maintaining open communication, responding promptly to District direction, and ensuring that its personnel carry out their duties in accordance with District priorities and student-centered program requirements.

By award a contract or contracts pursuant to this RFP, the District is not guaranteeing or warranting any minimum level of services that the Contractor will be providing to the District. All services set forth in this RFP are estimates only and the District reserves its right to supplement or other adjust any level of services to be provided by the Contractor(s).

3.2 School-Year Services (10 Campuses)

The Contractor shall provide staffing for after-school programs during the school year in accordance with one of three shift models established by the District. These models are designed to ensure adequate coverage, predictable staffing schedules, and consistent implementation of LVUSD Plus+ programming at each school site. Based on the specific operational needs, enrollment patterns, and hours of student supervision required at each campus, the District will assign one of the following weekly staffing models: a 22.5-hour per week schedule, a 24-hour per week schedule, or a 30-hour per week schedule. The Contractor shall schedule personnel in alignment with the model designated by the District for each site and shall ensure that assigned staff are consistently present for the full duration of their scheduled shifts. Shifts should not be split.

The Contractor will be responsible for maintaining workforce stability within the assigned staffing model, including ensuring continuity of supervision, minimizing staffing disruptions, and providing qualified substitute or replacement staff in a timely manner whenever an absence occurs. Under no circumstances shall a program site be left without appropriate staffing during required hours of operation. The Contractor must ensure reliable daily coverage that meets all student safety requirements, adheres to applicable staffing ratios, and upholds the standards and

expectations of the LVUSD Plus+ program. The District reserves the right to adjust staffing model assignments, as needed, in response to program demand, enrollment changes, or operational considerations, and the Contractor shall comply with any such adjustments in a timely and cooperative manner.

The Contractor shall ensure that all personnel assigned to LVUSD Plus+ programs consistently meet the District's professional expectations and performance standards. Staff must demonstrate reliable attendance and punctuality, arriving on time each day to support uninterrupted program operations and to ensure that students are continuously supervised in a safe and structured environment. While on site, personnel are expected to actively engage with students in the facilitation of play, recreation, and enrichment activities, rather than serving in a passive supervisory capacity. Staff shall promote meaningful participation, support positive interactions, and foster an inclusive and welcoming atmosphere in alignment with LVUSD Plus+ values.

Contractor personnel will be required to collaborate closely with the LVUSD Site Coordinator on a daily basis to ensure alignment with site-specific expectations, activity plans, student needs, and program goals. In addition, staff must consistently participate in all site-level trainings, planning meetings, supervision protocols, and safety procedures, including those related to emergency response, mandated reporting, and student well-being. The Contractor shall ensure that its employees understand and adhere to these expectations at all times, and shall provide oversight, training, and accountability measures necessary to maintain high-quality implementation across all assigned school sites.

3.3 Summer Session Services (Autonomous Model)

The Contractor shall operate as an autonomous enrichment provider at two (2) designated campuses during the District's Summer Session, delivering full program operations each day from 1:00 p.m. to 5:00 p.m. Under this model, the Contractor will assume primary responsibility for on-site management and daily program execution, including the design and facilitation of enrichment activities, supervision of students, and coordination of all personnel assigned to these campuses. The Contractor shall provide a qualified site lead and a complete staffing team at each location, ensuring that adequate supervision, student engagement, and safety protocols are maintained at all times.

While operating autonomously, the Contractor will coordinate directly with the District office rather than a school-site LVUSD Site Coordinator. The Contractor shall be responsible for maintaining compliance with all safety, supervision, staffing, and enrichment standards established by the District and required under applicable law. The Contractor must ensure that programming is carried out with fidelity to LVUSD Plus+ expectations and that students remain

safe, meaningfully engaged, and positively supported throughout the duration of the program each day.

3.4 Intersession Services (Autonomous Model)

The Contractor shall additionally operate a total of twenty (20) intersession days each year under the autonomous service model, delivering a full day of enrichment programming on dates determined and scheduled by LVUSD. During these intersession periods, the Contractor will assume full responsibility for daily program operations, including supervision, activity facilitation, staffing, and adherence to all health, safety, and student welfare requirements. The Contractor must ensure that programming is provided for the entire duration of each scheduled day, and that services are carried out in accordance with LVUSD expectations, District policies, and all applicable laws and regulations.

SECTION 4 — ROLES AND RESPONSIBILITIES

4.1 District Responsibilities

The District will retain responsibility for on-site program oversight and will ensure that each participating campus is supervised by an LVUSD Site Coordinator, who will direct daily schedules, activity implementation, supervisory protocols, and program flow. The only exceptions to this model are the autonomous sessions identified elsewhere in this RFP, during which the Contractor assumes full on-site operational responsibility. LVUSD will define and communicate all program expectations, including guidelines for behavior, student supervision, communication procedures, emergency response, and safety standards. The District will provide access to the facilities necessary for effective program operation, including designated indoor and outdoor areas for recreation, enrichment, student check-in and check-out, and secure storage of program equipment and materials. All costs for these items will be covered by LVUSD Plus+. In alignment with Expanded Learning Opportunities Program (ELO-P) requirements and District policy, LVUSD will also oversee student enrollment processes and attendance tracking systems to ensure that attendance priorities are met and properly documented.

To support program quality and operational consistency, the District will collaborate regularly with the Contractor's leadership team. LVUSD administrative staff and Contractor supervisors will participate in ongoing coordination meetings to review program implementation, address student needs, monitor staffing levels, assess site conditions, and ensure that services are carried out in accordance with District standards and expectations. Through this oversight structure, the District will maintain program fidelity, uphold student safety, and ensure alignment with the values and objectives of LVUSD Plus+.

4.2 Contractor Responsibilities

The Contractor shall recruit, hire, assign, and retain qualified personnel who meet all District standards, complete required background clearances, and demonstrate the skills, temperament, and professionalism necessary to support high-quality expanded learning programs. As the employer of record, the Contractor shall assume full responsibility for all employment-related obligations, including payroll administration, staff supervision and evaluation, ongoing performance management, onboarding, training, discipline, and separation. Contractor personnel shall work under a District-directed model and will be required to follow all daily guidance, schedules, and program directives issued by the LVUSD Site Coordinator at each campus.

To ensure the continuity of services, the Contractor shall provide adequate daily staffing coverage at every assigned site and must maintain a sufficient pool of available substitute staff to avoid any disruption in supervision or program operations. The Contractor shall provide both initial and ongoing training to its employees, ensuring that all staff are prepared to deliver safe, student-centered programming that aligns with LVUSD Plus+ expectations, prioritizes active engagement, and reflects best practices in youth development, enrichment, and supervision. Program activities delivered by Contractor personnel must be hands-on, play-based, and enrichment-focused, and may not consist of passive supervision, worksheet-based academics, or activities inconsistent with the District's expanded learning philosophy.

The Contractor shall maintain appropriate supervision of students at all times, including during transitions, restroom breaks, outdoor play, and recreational activities, and shall ensure adherence to all District safety procedures, mandated reporting obligations, and emergency protocols. To support effective operations and accountability, the Contractor shall also designate a leadership representative who will serve as the primary liaison with District administration, participate in scheduled check-ins, and maintain consistent communication regarding staffing, site conditions, student needs, and program quality. At all times, the Contractor shall comply with all applicable District policies, state and federal laws, health and safety requirements, and the California Expanded Learning Quality Standards, ensuring that its services are delivered with fidelity, professionalism, and adherence to the standards set forth in this RFP.

4.3 Program Culture Requirements

The Contractor shall ensure that all personnel assigned to the LVUSD Plus+ program consistently support, model, and uphold the culture and guiding principles established by the District. All staff must demonstrate warm, positive, and developmentally appropriate interactions with students, fostering an environment in which every child feels welcomed, respected, and valued as a member of the school community. Personnel are expected to engage with students in an enthusiastic, energetic, and student-focused manner, facilitating activities with intentionality

and ensuring that children experience joy, connection, and meaningful engagement throughout the program day.

In all interactions with parents and guardians, Contractor staff shall maintain professional, courteous, and respectful communication that reflects the District's standards for family engagement and reinforces a collaborative relationship between home and school. Staff must actively encourage teamwork, cooperation, and inclusive participation, ensuring equitable access to activities and promoting a strong sense of belonging among all learners, regardless of background, ability, or individual need.

Consistent with the District's whole-child philosophy, Contractor personnel shall employ proactive and positive behavior-support practices that emphasize relationship-building, redirection, positive reinforcement, and conflict-resolution strategies. Punitive, exclusionary, or reactive disciplinary approaches are not permitted. Staff are expected to anticipate student needs, prevent escalations, and create a supportive climate that prioritizes student dignity, emotional safety, and social-emotional growth. Through these expectations, the Contractor's workforce will contribute to a safe, nurturing, and student-centered environment that advances the vision, values, and cultural standards of LVUSD Plus+.

SECTION 5 — STAFFING REQUIREMENTS AND QUALIFICATIONS

5.1 Minimum Staffing Levels

The Contractor shall maintain, at all times throughout the school year, a minimum workforce of thirty (30) active, fully cleared, and properly trained staff members assigned across the ten (10) participating campuses. This staffing minimum is a continuous requirement and may not be reduced without written approval from the District. To ensure uninterrupted program operations and compliance with student supervision expectations, the Contractor shall also maintain a sufficient pool of qualified substitute personnel who can be deployed immediately to cover absences, vacancies, or fluctuations in staffing needs. Under no circumstances shall a site be left without adequate coverage, nor shall program continuity, student safety, or the quality of services be compromised due to staffing shortages.

5.2 Required Positions

The Contractor shall ensure the capacity to furnish a complete staffing structure that fully supports the implementation of LVUSD Plus+ programming across all assigned sites. At a minimum, the Contractor must be able to provide qualified personnel to serve in a range of roles that meet the developmental, supervisory, and enrichment needs of students. This includes recreation and play leaders who can facilitate active, play-based experiences; enrichment leaders with expertise in areas such as arts, STEM, movement, and other creativity-focused disciplines;

and support aides or group leaders who can assist with student supervision, engagement, transitions, and activity facilitation. In addition, the Contractor must be able to provide designated site leads to oversee Summer Session and intersession operations when functioning under the autonomous service model. These individuals shall possess the leadership skills and program experience necessary to manage on-site operations, support staff, and ensure student safety and program fidelity during full-day sessions. Through these assigned roles, the Contractor must demonstrate the organizational depth, workforce reliability, and professional expertise required to deliver safe, engaging, and high-quality expanded learning experiences across all LVUSD Plus+ campuses.

5.3 Qualifications

All personnel assigned by the Contractor to LVUSD Plus+ programs shall meet the minimum professional standards established by the District. Each staff member must possess prior experience working with school-aged children and demonstrate the ability to effectively lead recreational and enrichment activities, engage students in meaningful play, and facilitate positive peer interactions. Individuals must exhibit strong communication skills, collaborate effectively with colleagues and District personnel, and contribute to a supportive and professional team environment.

As a condition of assignment, all Contractor personnel shall complete state-required background and fingerprint clearances, including Live Scan, and must maintain a negative tuberculosis test and any other health clearances mandated by law or District policy. Staff must also complete all required mandated reporter training, safety trainings, emergency response protocols, and any additional compliance modules specified by the District prior to working with students. The Contractor shall ensure that no employee is placed at a school site until all required clearances, verifications, and training have been fully completed and documented. Through these standards, the Contractor shall ensure that only qualified, prepared, and fully compliant staff are entrusted with the supervision and care of LVUSD students.

5.4 Staffing Ratios

The Contractor shall support LVUSD+'s student-to-staff ratios that meet or exceed state recommendations for Expanded Learning Opportunity Programs and shall ensure that adequate supervision is provided at all times. Ratios must be upheld during all components of the program day, including structured activities, unstructured play, transitions, restroom breaks, arrival and dismissal periods, and outdoor recreation. Under no circumstances may staffing levels fall below the minimum standards necessary to ensure student safety, appropriate oversight, and compliance with District expectations or applicable state regulations. The Contractor shall monitor ratios continuously in partnership with program leadership, respond immediately to fluctuations in

attendance or staffing, and take proactive measures to prevent lapses in supervision, thereby ensuring a safe and supportive environment for all students entrusted to their care.

SECTION 6 — PROGRAM OPERATIONS AND EXPECTATIONS

6.1 Daily Operations

During the school year, the Contractor shall assign personnel to after-school programs in accordance with one of the three District-defined staffing models, consisting of 22.5, 24, or 30 hours per week. The District will determine the appropriate shift model for each campus based on site-specific dismissal times, program schedules, student enrollment, and operational needs. The Contractor shall schedule staff in alignment with the model designated for each site and shall ensure that assigned personnel are present for the full duration of their authorized shifts. The Contractor is responsible for maintaining consistent staffing within the assigned model, preventing interruptions to student supervision, and ensuring reliable coverage for the entirety of each program day.

6.2 Program Model (School Year — LVUSD-Directed)

Daily program operations shall follow the LVUSD-directed model, in which the LVUSD Site Coordinator serves as the on-site lead responsible for directing schedules, activity rotations, student groupings, and overall program flow. Contractor personnel are expected to implement these directives by actively facilitating recreation, enrichment, movement, and play-based activities that align with District expectations and the LVUSD Plus+ program philosophy. All activities must be structured, engaging, and hands-on in nature, providing students with purposeful opportunities for exploration, collaboration, creativity, and physical activity. Passive supervision or unstructured downtime is not permissible, and Contractor staff shall ensure that programming remains interactive, student-centered, and developmentally appropriate throughout the duration of each day's schedule.

6.3 Program Model (Summer and Intersession — Autonomous)

Under the autonomous service model, the Contractor shall independently lead and operate all programming at the designated Summer Session and intersession campuses, assuming full responsibility for daily enrichment delivery, student engagement, and on-site management. The Contractor shall provide a qualified Site Lead and a complete staffing team at each assigned location, ensuring that adequate supervision, activity facilitation, and safety oversight are maintained at all times. Program coordination during these autonomous periods shall occur directly with the District's central office rather than with individual school-site coordinators. The Contractor shall follow all schedules, timelines, and operational directives established by LVUSD

and will be expected to maintain ongoing communication with District administrative personnel regarding staffing, logistics, and daily program conditions.

The Contractor shall operate Summer Session programming from 1:00 p.m. to 5:00 p.m. each day at two campuses identified by the District. In addition, the Contractor will deliver a total of twenty (20) intersession program days each year, on dates to be scheduled and communicated by LVUSD. For both Summer Session and intersession periods, the Contractor shall ensure full-day coverage consistent with District expectations, state requirements, and applicable safety standards, and shall operate programs with the same level of quality, structure, and student-centered focus required during the school year.

It is important to note that in addition to the above, we are looking for a provider who might be able to autonomously offer before and after care coverage at our LVUSD Camps sites. A revenue share for this model should be included in the RFP proposal.

6.4 Activity Expectations

All programming delivered under the LVUSD Plus+ model shall include a balance of active play, enrichment, and intentional social-emotional skill development. Activities must provide students with daily opportunities for movement and physical engagement, including outdoor games, sports, fitness, and other forms of structured active play that promote healthy development. In addition, programs shall offer high-quality enrichment experiences such as visual and performing arts, music, STEM projects, and other creative, hands-on learning opportunities that stimulate curiosity and foster exploration. Each session must further incorporate practices that strengthen social-emotional learning, including teamwork, communication, cooperation, conflict resolution, and inclusive group participation. All activities must be developmentally appropriate, student-centered, and designed to cultivate a sense of belonging, encourage positive peer interactions, and support the whole child in alignment with District expectations and Expanded Learning Quality Standards.

SECTION 7 — SAFETY, COMPLIANCE, AND LEGAL REQUIREMENTS

7.1 Fingerprinting, Background Checks, and Clearances

All personnel employed by the Contractor shall comply with all requirements under Education Code section 45125.1 and successfully complete Live Scan fingerprinting, mandated reporter certification, and all District-required onboarding and compliance protocols prior to being assigned to any LVUSD campus or permitted to work with students. No employee may begin duties, be present at a program site, or have any contact with students until all clearances and

certifications have been fully processed, verified, and approved by the District. The Contractor shall be responsible for maintaining documentation of all clearances and training records and shall provide such verification to the District upon request. Failure to ensure full completion of these requirements for any staff member shall constitute a material breach of contract, as student safety and legal compliance are mandatory and non-negotiable elements of program operation.

7.2 Mandated Reporting

All personnel assigned by the Contractor shall be considered mandated reporters under California law and are required to comply fully with all legal obligations related to the identification and reporting of known or suspected child abuse or neglect. Contractor staff must adhere to the requirements of the California Child Abuse and Neglect Reporting Act, as well as all applicable LVUSD policies, regulations, and reporting procedures. The Contractor shall ensure that each employee receives mandated reporter training prior to assignment and understands the legal duty to report directly and immediately to the appropriate authorities, as required by law. Failure by any Contractor employee to comply with mandated reporter requirements shall be treated as a serious violation of program and District standards, given the District's unwavering commitment to student safety and welfare.

7.3 Student Supervision

The Contractor shall ensure that staff provide active and continuous supervision of students at all times, maintaining clear line-of-sight and ensuring that no student is ever left unattended under any circumstance. Personnel must remain fully engaged and vigilant during all program activities, transitions, outdoor play periods, restroom breaks, arrival and dismissal times, and any unstructured moments throughout the day. In addition, all Contractor employees shall strictly adhere to LVUSD safety protocols, emergency procedures, and crisis response expectations, including those related to supervision, communication, evacuation, shelter-in-place, and injury reporting. The Contractor is responsible for ensuring that its staff are trained in these procedures, implement them with fidelity, and respond promptly and appropriately to any safety concern or emergency situation.

7.4 Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and mandates governing the operation of expanded learning programs. This includes, but is not limited to, full adherence to the California Education Code, relevant provisions of the California Health and Safety Code, all student data privacy requirements under the Family Educational Rights and Privacy Act (FERPA), and the California Quality Standards for Expanded Learning Programs. The Contractor is responsible for ensuring that its policies, practices, and personnel

consistently meet these legal and regulatory obligations, and that all program activities, student interactions, supervisory protocols, and data practices are implemented in a manner that upholds the rights, safety, and privacy of students. Contractor shall possess and maintain at all times relevant to providing services under the Agreement all applicable licenses and certifications. Failure to comply with any applicable law or District requirement shall constitute a material breach of this agreement and may result in corrective action, up to and including termination of the contract.

SECTION 8 — ATTENDANCE, DATA, AND REPORTING

8.1 Attendance Tracking

The Contractor shall support the District's enrollment and attendance procedures by accurately documenting and reporting student participation in accordance with LVUSD requirements and Expanded Learning Opportunities Program compliance standards. While LVUSD will retain oversight of enrollment priorities and attendance protocols, the Contractor is responsible for ensuring that its staff record daily attendance, verify student presence, and promptly document absences, early check-outs, or participation concerns. Contractor personnel shall report attendance irregularities and emerging patterns to the LVUSD Site Coordinator in a timely manner and shall assist the District in maintaining thorough and accurate records for auditing, monitoring, and state reporting purposes. All attendance data shall be documented and communicated in the manner and format prescribed by the District, and the Contractor shall cooperate fully with any review, audit, or compliance process initiated by LVUSD or external regulatory agencies.

8.2 Data and Continuous Improvement

The Contractor shall collaborate with the District in ongoing efforts to evaluate and strengthen program quality. This collaboration shall include participation in periodic program reviews conducted by LVUSD, as well as cooperation with any surveys, observations, or data collection measures implemented for the purpose of monitoring effectiveness, assessing student experience, or meeting state and federal reporting requirements. The Contractor shall also work collaboratively with the District to identify emerging program needs, recommend areas for improvement, and support the continuous refinement of practices that enhance student engagement, safety, and overall program outcomes. Through this shared review process, the Contractor shall contribute to an ongoing cycle of improvement consistent with the District's standards of excellence for expanded learning programs.

8.3 Reporting Requirements

The Contractor shall collaborate with the District in ongoing efforts to evaluate and strengthen program quality. This collaboration shall include participation in periodic program reviews conducted by LVUSD, as well as cooperation with any surveys, observations, or data collection measures implemented for the purpose of monitoring effectiveness, assessing student experience, or meeting state and federal reporting requirements. The Contractor shall also work collaboratively with the District to identify emerging program needs, recommend areas for improvement, and support the continuous refinement of practices that enhance student engagement, safety, and overall program outcomes. Through this shared review process, the Contractor shall contribute to an ongoing cycle of improvement consistent with the District's standards of excellence for expanded learning programs.

SECTION 9 — PROPOSAL SUBMISSION REQUIREMENTS

9.1 Proposal Format

Proposals must be clear, complete, and organized in the following structure:

1. Cover Letter
2. Company Profile and Qualifications
3. Experience with Expanded Learning or Youth Programs
4. Staffing Plan and Org Chart
5. Proposed Professional Development/Training Plan
6. School-Year Coverage Plan (10 Sites)
7. Summer and Intersession Coverage Plan
8. Timeline for Recruiting and Onboarding Staff
9. Three Client References (preferably schools/districts)
10. Itemized Cost Proposal and Revenue Share Proposal (6.3)
11. Waiver of Subrogation for General Liability and Workers' Comp Insurance (GL should have Primary Non-Contributory Endorsement).
12. CORI Certification
13. Certificate of Insurance (sample or statement of ability)
14. Contractor Contact Information

9.2 Proposal Deadline

All proposals must be received by the District no later than **4:00 p.m. (Pacific Standard Time) on December 5, 2025**. Proposals received after the established deadline will be deemed non-responsive and will not be accepted, considered, or opened for review. It is the sole responsibility of the proposer to ensure timely submission in accordance with the instructions and delivery requirements set forth in this RFP.

9.3 Submission Method

All proposals shall be submitted electronically in PDF format to the email address designated by the District in the final posting of this Request for Proposals. Proposers are responsible for ensuring that their electronic submission is complete, legible, and successfully transmitted to the District by the proposal deadline. Submissions delivered through any other method, or sent to an email address not identified in the final posting, will not be considered responsive.

SECTION 10 — EVALUATION CRITERIA AND SCORING*

Proposals will be evaluated by an LVUSD committee based on the following criteria:

| Criteria | Weight |
|------------------------------------|--------|
| Qualifications and Experience | 20% |
| Staffing Plan and Capacity | 20% |
| Program Alignment with LVUSD Plus+ | 20% |
| Cost Proposal | 30% |
| References and Past Performance | 10% |

**After all proposals have been reviewed by the District, the District, in its sole discretion, may elect to conduct formal interviews with one or more Proposers with the highest evaluation scores to discuss their proposal(s), ask questions, seek clarification, to confirm the Proposers services are in fully compliance with the RFP, and to discuss other matters the District believes are in its best interest before recommending an award of a contract. Any interviews conducted by the District shall occur as noted in the Calendar of Events in Section II above. If the District elects to conduct interviews, it will add an additional 10% to the evaluation factors based on the interviews to determine the Proposer that is in the best interest of the District.*

SECTION 11 — TERMS AND CONDITIONS

11.1 Contract Term

The District intends to award an initial three (3) year agreement to the selected Contractor, establishing a multi-year partnership that supports continuity of service and program stability across all participating school sites. At the sole discretion of LVUSD, the contract may be renewed for up to two (2) additional one-year terms based on satisfactory performance, continued program need, compliance with all contractual requirements, and the District's assessment of the Contractor's effectiveness. Any renewal shall be exercised at the District's option and is not guaranteed, nor shall the Contractor have any claim, expectation, or entitlement beyond the initial contract term.

11.2 Withdrawal of Proposal

A Proposer may withdraw its submission at any time prior to the proposal deadline by submitting a written request to the District. Such withdrawal shall be effective only upon acknowledgment of receipt by the District. After the deadline has passed, no proposal may be withdrawn, modified, or amended, and all submitted materials shall become the property of the District. The District shall have the right to retain all proposals for its records, whether or not a contract is awarded.

11.3 Insurance Requirements

See Exhibit C of Agreement attached.

11.4 Fingerprinting and Background Checks

All personnel employed by the Contractor and assigned to any LVUSD site shall successfully complete Live Scan fingerprinting and all associated background investigations in full accordance with California Education Code §45125.1 prior to the commencement of any duties. No employee may be placed on a campus, have contact with students, or perform services under this agreement until the District has verified and approved the completion of these clearances. The Contractor shall be responsible for ensuring compliance, maintaining all documentation of cleared staff, and providing verification to the District upon request. Failure to meet this requirement for any employee shall constitute a material breach of this agreement.

11.5 FERPA and Student Privacy

The Contractor shall comply with all applicable federal and state student privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and any corresponding California statutes governing student records, confidentiality, and data security. The Contractor shall maintain strict confidentiality with respect to all student information obtained in the course of performing services under this agreement and shall not access, use, disclose, or release such information to any third party without the express written authorization

of the District. Any unauthorized disclosure of student information shall be considered a material breach of this agreement and may result in immediate corrective action, up to and including termination of the contract, in addition to any remedies available under law.

11.6 Right to Reject or Modify

LVUSD reserves the right to reject any or all proposals, in whole or in part, at its sole discretion and without obligation to explain the rationale for its decision. The District further reserves the right to waive minor irregularities or informalities in the RFP process and in any submission when such waiver is determined to be in the District's best interest, as well as to request additional information or clarification from any Proposer in order to facilitate the evaluation process. LVUSD may modify the RFP schedule, including deadlines or anticipated award dates, with notice to all known Proposers. Additionally, the District retains the authority to award one or more contracts if it is determined that such an approach best serves the needs of the District and its students. The exercise of any of these rights shall not constitute a waiver of any other right or remedy available to the District under this solicitation or under applicable law.

11.7 Cost of Proposal Preparation

All costs, expenses, and liabilities incurred by the Proposer in the preparation, development, submission, or presentation of a proposal—including, but not limited to, document production, travel, interviews, or related activities—shall be borne solely by the Proposer. Under no circumstances shall the District be responsible for, or obligated to reimburse, any such costs, regardless of whether the proposal is accepted, rejected, or withdrawn, or whether a contract is ultimately awarded.

11.8 Conflict of Interest

By submitting a Proposal, Proposer warrants and covenants that Proposer presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render any contract with the District a violation of any applicable state, local, or federal law, or District policy, regarding conflicts of interest, including, but not limited to, Government Code section 1090. Proposer shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with any District board policies or administrative regulations. If any principal provider of the services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with any applicable state or city local Conflict of Interest Code. If any conflict of interest should hereinafter arise, Proposer shall promptly notify District of the existence of such conflict of interest in writing.

The existence of a conflict of interest which violates any applicable state, local, or federal law, or District policy shall be cause for immediate termination of the Agreement.

SECTION 12 — RFP TIMELINE AND DEADLINES

Below is the proposed schedule. The District reserves its right to revise the proposed schedule.

| Milestone | Date |
|--|----------------------------------|
| RFP Release Date | October 29, 2025 |
| Deadline for Proposer Questions | November 8, 2025 |
| District Issues Final Addendum (if needed) | November 14, 2025 |
| Proposal Submission Deadline | December 5, 2025 – 4:00 p.m. PST |
| Evaluation Window | November 29 – December 12, 2025 |
| Interviews* (if requested) | December 8–12, 2025 |
| <i>“After the District’s review of all proposals received, the District, in its sole discretion, may elect to conduct in-person interviews. The District may elect to conduct interviews with the top 3–5 vendors that received the highest scores. The exact number will depend on how many proposals are received and how close the top vendors’ scores are in relation to one another.”</i> | |
| Anticipated Board Approval | December 2025 Regular Meeting |

Program Start / Onboarding Window

January–June 2026 (prep), then 2026–27
full implementation

12.1 Submission Location

All proposals must be submitted electronically in a single merged PDF to the email address specified below. Submissions shall be transmitted to cborsheim@lvusd.org and must include the subject line: “RFP No. 01.09-904-2026-002– LVUSD Plus+ Expanded Learning Services Proposal.” It is the sole responsibility of the Proposer to ensure that its electronic submission is successfully delivered to the District by the required deadline. The District shall not be responsible for any delays or other issues related to a Contractor’s electronic submission of a proposal. Proposals not received by the District on or before the submission deadline will be deemed non-responsive and will not be opened, reviewed, or considered for award.

Agreement

ARTICLE I — TERM AND DEFINITIONS

1.1 Term of Agreement.

This Agreement shall commence on **July 1, 2026**, and shall remain in full force and effect for a period of **three (3) years**, unless earlier terminated pursuant to Article XI of this Agreement. The District, in its sole and exclusive discretion, may exercise up to **two (2) additional one-year renewal options**, for a maximum potential term of five (5) years. Renewal options, if exercised, shall be confirmed in writing by the District and approved by the Board. Nothing in this Agreement shall be construed to provide the Contractor with any right, expectancy, or entitlement to a renewal or extension beyond the initial three-year term.

1.2 Definitions.

For purposes of this Agreement, the following terms shall have the meanings stated below:

- a. **“District”** means the *Las Virgenes Unified School District*, its governing board, officers, administrators, employees, and authorized designees.
- b. **“Contractor”** means the entity awarded this Agreement to provide staffing services under the LVUSD Plus+ Expanded Learning Program.
- c. **“Program”** means the *LVUSD Plus+ Expanded Learning Program*, including all school-year, summer, and intersession offerings as described in Exhibit A and in the District’s RFP.
- d. **“School-Year Services”** means after-school staffing services provided at District school sites under District direction and supervision.
- e. **“Autonomous Services”** means summer and intersession operations during which the Contractor delivers full-day enrichment staffing without on-site District coordinators, as set forth in Exhibit A.
- f. **“Personnel”** means employees of the Contractor who are assigned to perform services for the Program at any District site pursuant to this Agreement.
- g. **“Clearances”** means all legally and contractually required background checks, compliance with Education Code section 45125.1, Live Scan, DOJ/FBI fingerprint clearance, TB testing, mandated reporter certification, and any additional screenings required by law or by the District.
- h. **“Hourly Rate(s)”** means the compensation rates submitted by the Contractor in its proposal, which shall remain in effect unless modified by a written amendment approved by the District’s Governing Board.
- i. **“Governing Documents”** means, collectively: (1) this Agreement, (2) its attached Exhibits, (3) the District’s RFP for LVUSD Plus+ Expanded Learning Services, and (4) the Contractor’s proposal, incorporated by reference as set forth below.

1.3 Order of Precedence.

In the event of any conflict, inconsistency, or ambiguity among components of the Governing Documents, the order of precedence shall be as follows:

1. This Agreement (Articles I–XII);
2. Exhibits to this Agreement;
3. The District’s RFP;
4. The Contractor’s Proposal (only to the extent it does not conflict with any of the foregoing).

The above structure shall ensure that the District’s Agreement and Exhibits shall control all Program expectations, obligations, and performance requirements.

1.4 No Guarantee of Hours or Minimum Compensation.

The District makes no guarantee, promise, or representation regarding the number of hours of service that will be assigned to the Contractor or its Personnel. Compensation is based solely on verified hours actually worked, and the District retains full discretion to modify schedules, sites, staffing levels, or operational needs at any time. The Contractor shall have no claim for lost profits, lost business, or other consequential damages arising from any reduction in hours, schedule changes, staffing modifications, or District operational decisions.

ARTICLE II — SCOPE OF SERVICES

2.1 General Scope.

The Contractor shall provide qualified, trained, and Personnel with all Clearances to support the delivery of enrichment and recreation services for the LVUSD Plus+ Expanded Learning Program at District school sites. The Contractor’s services shall be limited solely to the assignment and supervision of its Personnel, who shall carry out activities under the direction of District staff during the school year and shall independently staff summer and intersession operations as further described in Exhibit A. At all times, Contractor-assigned Personnel shall adhere to District policies, site protocols, student-safety standards, and Program expectations set forth in the Governing Documents.

2.2 School-Year Services (District-Directed Model).

During the regular school year, Contractor Personnel shall operate under a District-directed staffing model. The District’s Site Coordinator, principal, or designee shall have full on-site authority to direct daily schedules, activity implementation, supervision protocols, transitions, outdoor play, behavior-support approaches, and student-engagement expectations. Contractor Personnel shall actively facilitate hands-on, play-based, and enrichment activities and shall not

provide passive supervision, independent programming, or activities inconsistent with District direction or Program philosophy.

2.3 Minimum Staffing Levels.

The Contractor shall be prepared to assign and maintain a minimum of thirty (30) active Personnel with full Clearances to support Program operations at the District's ten (10) designated campuses, and shall provide timely substitute coverage to prevent any staffing gaps. Failure to maintain this staffing minimum shall constitute a material breach of this Agreement.

2.4 Autonomous Services (Summer and Intersession).

The Contractor shall independently provide full-day enrichment staffing for (a) the District's designated summer program sites and (b) twenty (20) total intersession days each school year. Under this autonomous model, the Contractor shall assume full responsibility for on-site Personnel supervision, enrichment delivery, and student supervision for the duration of each day, while maintaining communication with the District's central office and complying with all applicable safety, supervision, and legal requirements.

2.5 Mandatory Program Standards.

All services delivered under this Agreement shall:

- a. Reflect the values and program standards of LVUSD Plus+;
- b. Promote active, hands-on, play-based and enrichment-focused learning experiences;
- c. Support student safety, belonging, engagement, physical activity, and social-emotional development; and
- d. Align with the California Quality Standards for Expanded Learning Programs.

2.6 Prohibited Activities.

Contractor Personnel shall not:

- a. Deliver worksheets, academic tutoring, or classroom-style instruction unless specifically directed by the District;
- b. Provide passive or unstructured supervision;
- c. Implement behavior-management approaches inconsistent with District policy; or
- d. Deviation from site-level program direction issued by the District.

2.7 Facilities and Equipment.

The District shall provide access to facilities, spaces, and equipment necessary for Program operations. Contractor Personnel shall comply with all District rules governing facility use and shall not use District property for any purpose unrelated to Program duties.

2.8 Collaboration with District.

The Contractor shall participate in meetings, check-ins, and site-level or Program-level

coordination sessions as required by the District. The Contractor shall respond promptly to District directives and shall take corrective action when instructed by the District to address student-supervision, behavior-support, performance, or safety concerns.

ARTICLE III — STAFFING REQUIREMENTS AND CLEARANCES

3.1 Minimum Staffing Obligation.

The Contractor shall, at all times throughout the Term of this Agreement, have available to assign no fewer than thirty (30) active Personnel with full Clearances to support the Program across the District's designated school sites. The Contractor shall maintain an adequate pool of qualified substitute Personnel to ensure uninterrupted Program operations and shall prevent any lapse in student supervision. Failure to maintain required staffing levels shall constitute a material breach of this Agreement.

3.2 Qualifications of Personnel.

All Personnel assigned under this Agreement shall possess prior experience working with school-aged children, demonstrate the capacity to facilitate play-based and enrichment activities, and exhibit professional conduct consistent with District standards. The District reserves the right, in its sole discretion, to reject or require the immediate removal and replacement of any Personnel whose conduct, performance, demeanor, or qualifications it deems unsuitable for the Program.

3.3 Mandatory Clearances and Certifications.

No Personnel may be assigned to any District site or permitted to interact with students until the Contractor certifies and documents completion of all Clearances, including but not limited to:

- a. DOJ/FBI fingerprint clearance and Live Scan background check;
- b. Negative tuberculosis (TB) test or screening;
- c. Mandated reporter training pursuant to California law; and
- d. Any additional screenings, trainings, or certifications required by the District or by law.

Contractor shall maintain accurate personnel files verifying such Clearances and shall provide documentation to the District upon request.

3.4 Training Requirements.

The Contractor shall ensure that all Personnel receive initial and ongoing training necessary to perform Program duties, including training related to: child supervision, behavior support, enrichment facilitation, emergency procedures, mandated reporting, student safety, and District-directed program practices. The Contractor shall require Personnel to participate in District-scheduled Program trainings at no additional cost to the District.

3.5 Staffing Ratios and Supervision.

The Contractor shall ensure that Personnel assignments meet or exceed required student-to-staff ratios at all times, including transitions, outdoor play, restroom breaks, and arrival/dismissal

periods. Personnel shall maintain continuous line-of-sight supervision of students. Under no circumstances shall any student be left unattended.

3.6 Attendance, Punctuality, and Continuity.

Personnel shall report on time for all assigned shifts and remain fully engaged in student supervision and enrichment for the duration of their scheduled hours. The Contractor shall minimize turnover, ensure continuity of Personnel at assigned sites, and immediately replace absent or departing staff so that Program operations are not disrupted.

3.7 Prohibition on Assignment of Non-Cleared Personnel.

The Contractor shall not assign, permit, or allow any individual lacking required Clearances, credentials, or training to be present at a Program site or to interact with students. Violation of this section shall constitute a material breach of this Agreement and shall be grounds for immediate corrective action up to and including termination under Article XI.

3.8 Employer of Record.

The Contractor shall serve as the sole employer of record for all Personnel and shall be exclusively responsible for all employment-related matters, including payroll, taxes, workers' compensation, discipline, supervision, evaluation, and dismissal.

ARTICLE IV — DISTRICT AUTHORITY AND CONTROL OF PROGRAM

4.1 District Oversight and Program Control.

The District shall retain full, exclusive, and final authority over all elements of the LVUSD Plus+ Expanded Learning Program, including but not limited to program design, schedules, student groupings, activity expectations, supervision protocols, safety procedures, and behavior-support practices. The Contractor acknowledges that the Program shall operate under a *District-directed model* during the school year and that all Personnel shall comply with the direction, supervision, and judgment of the District's Site Coordinator, principal, or administrative designee at all times.

4.2 No Programmatic Decision-Making Authority.

The Contractor shall have **no authority**, express or implied, to establish Program rules, direct student activities, enforce discipline, design enrichment content, create schedules, or make any substantive decisions relating to student experience, safety, or program operations, except as expressly permitted in this Agreement for Autonomous Services. Any exercise of such authority by the Contractor or its Personnel shall be deemed outside the scope of this Agreement and may constitute a material breach.

4.3 District Right to Direct, Remove, or Replace Personnel.

The District shall have the unrestricted right, at any time and in its sole discretion, to direct the

reassignment, removal, or replacement of any Contractor Personnel whose performance, conduct, attitude, demeanor, or interaction with students or staff is deemed unsatisfactory, unsafe, unprofessional, or inconsistent with District expectations. Upon notice by the District, the Contractor shall immediately remove such Personnel from District sites and promptly assign a qualified replacement.

4.4 District as Sole Program Authority for School-Year Services.

During School-Year Services, Contractor Personnel shall not implement independent programming, initiate rule systems, conduct unauthorized activities, or deviate from District direction. All student-facing engagement, enrichment delivery, group transitions, and expectations for behavior shall be administered solely under District oversight and direction.

4.5 Limited Autonomy During Designated Periods.

During Autonomous Services (summer and intersession), the Contractor shall independently manage daily staffing and enrichment delivery only for the duration of the assigned service window and only as described in Exhibit A. Such autonomy shall not be construed as a transfer of authority; the District retains the right to modify expectations, issue directives, or intervene at any time to ensure compliance with safety, legal requirements, or Program standards.

4.6 District Policies and Procedures.

The Contractor and all Personnel shall adhere to all District policies, administrative regulations, rules of conduct, school-site procedures, and safety protocols, including those related to child welfare, emergency response, communication with parents, confidentiality, mandated reporting, equity, and student dignity. The Contractor shall ensure its Personnel remain fully informed of and trained on such requirements.

4.7 District Right to Inspect and Monitor.

The District reserves the right to monitor, observe, inspect, and evaluate Program delivery at any time and without advance notice. The Contractor shall fully cooperate with all District monitoring activities, including site walkthroughs, program observations, documentation reviews, and implementation feedback.

ARTICLE V — CONTRACTOR RESPONSIBILITIES (EMPLOYER OF RECORD)

5.1 Employer of Record.

The Contractor shall serve as the sole and exclusive employer of record for all Personnel assigned to the Program. The Contractor shall be fully and exclusively responsible for: recruitment, hiring, onboarding, training, supervision, evaluation, discipline, payroll, wage and hour compliance, overtime compliance, benefits, workers' compensation coverage, unemployment insurance, employee leaves, and all other employment-related obligations under

federal, state, and local law. No Personnel assigned under this Agreement shall be deemed employees, agents, or representatives of the District.

5.2 Compliance With Employment Laws.

The Contractor shall comply with all applicable labor and employment laws, including but not limited to: the California Labor Code, Industrial Welfare Commission Wage Orders, Cal/OSHA regulations, the California Education Code, and all laws governing mandatory trainings, meal and rest periods, payroll practices, safety requirements, and employee protections. The Contractor shall indemnify, defend, and hold harmless the District from any claim, liability, penalty, or expense arising from the Contractor's employment practices or failure to comply with applicable law.

5.3 Prohibition on Subcontracting.

The Contractor shall not subcontract, delegate, assign, franchise, or transfer any portion of the services or responsibilities under this Agreement to any third party without the District's prior written consent. Any attempted subcontract, delegation, or assignment without District approval shall be void and shall constitute a material breach of this Agreement.

5.4 Direction to Personnel.

The Contractor shall ensure that all Personnel comply with District directives at all times, including directives issued by the Site Coordinator, principal, or administrative designee. While the Contractor retains employer authority for employment matters, the District holds full authority over daily service direction and student-facing conduct, as stated in Article IV.

5.5 Personnel Conduct and Professional Standards.

The Contractor shall ensure that all Personnel:

- a. Exhibit professional behavior, respectful communication, and appropriate boundaries with students, staff, and families;
- b. Model positive youth development practices and support student well-being;
- c. Avoid conduct inconsistent with District standards, policies, or site rules; and
- d. Follow all lawful directives issued by District personnel.

If the District determines that any Personnel fail to meet these standards, the Contractor shall remove and replace such Personnel immediately upon notice.

5.6 Communication With the District.

The Contractor shall designate a management-level representative to serve as the primary point of contact for the District. This representative shall:

- a. Attend required meetings;
- b. Respond to District communications in a timely manner;

- c. Coordinate staffing adjustments;
- d. Address performance issues immediately upon District notice; and
- e. Ensure alignment between Program expectations and Personnel execution.

5.7 Records of Employment and Compliance.

The Contractor shall maintain accurate personnel files, compliance records, training logs, and documentation of all Clearances required under Article III. Upon request, the Contractor shall provide verification of such records to the District within two (2) business days.

5.8 Duty to Take Corrective Action.

Upon written or verbal notification from the District, the Contractor shall take immediate corrective action to address any performance, supervision, staffing, or compliance deficiencies. Failure to take prompt corrective action shall constitute a material breach of this Agreement.

ARTICLE VI — SAFETY, SUPERVISION, AND COMPLIANCE

6.1 Student Safety as Paramount Obligation.

The Contractor acknowledges that the safety, protection, and well-being of students are the District's highest priorities and shall be treated as paramount in all circumstances. The Contractor and its Personnel shall exercise the highest degree of care and vigilance in supervising students and delivering services under this Agreement. Any failure to adhere to District safety directives or legal safety obligations shall constitute a material breach of this Agreement.

6.2 Continuous and Active Supervision.

Contractor Personnel shall maintain active, continuous line-of-sight supervision of students at all times, including during transitions, recreation, restroom breaks, outdoor play, and arrival and dismissal. No student shall ever be left unattended, unsupervised, or placed under the care of an adult without Clearances. Passive monitoring, disengaged supervision, or improper positioning that results in blind spots or lack of awareness is prohibited.

6.3 Mandatory Reporting Obligations.

All Contractor Personnel shall be considered mandated reporters under California law and must comply fully with the California Child Abuse and Neglect Reporting Act. Personnel shall immediately report any known or reasonably suspected child abuse or neglect in accordance with state law and District policy. Failure to comply with mandated-reporting requirements shall be treated as a serious violation and may result in the removal of Personnel and/or termination of this Agreement.

6.4 Fingerprinting, Background Checks, and Clearance Enforcement.

No Personnel may be permitted on a District site or in the presence of students until all

Clearances identified in Article III have been completed and verified. The Contractor shall enforce a zero-tolerance rule prohibiting any person or Personnel who does not have full Clearances or has expired or incomplete Clearances from accessing District campuses or interacting with students. Violation of this requirement shall constitute a material breach.

6.5 Emergency and Crisis Procedures.

Contractor Personnel shall comply with all District and school-site emergency procedures, including fire drills, lockdowns, shelter-in-place procedures, evacuations, medical response, and crisis communication. Personnel shall follow all directives issued by on-site District administrators or emergency responders during any emergency or safety event.

6.6 Compliance With Laws and District Policies.

The Contractor shall comply with all applicable federal, state, and local laws, including but not limited to the California Education Code, California Health and Safety Code, applicable labor laws, and the California Quality Standards for Expanded Learning Programs. The Contractor and its Personnel shall further comply with all District Board Policies, Administrative Regulations, school rules, site-level safety expectations, and Program requirements.

6.7 FERPA and Student Data Privacy.

The Contractor and its Personnel shall comply fully with the Family Educational Rights and Privacy Act (FERPA) and all state laws governing student information and privacy. No student information, records, photographs, video, data, or identifying information may be accessed, shared, stored, transmitted, or disclosed by the Contractor or its Personnel except as authorized in writing by the District. Any unauthorized disclosure shall constitute a material breach.

6.8 Prohibition on Corporal Punishment and Improper Conduct.

Contractor Personnel shall not use corporal punishment, verbal abuse, intimidation, threats, humiliation, discriminatory behavior, exclusionary punishment, or any practice inconsistent with District policy or positive youth-development principles. Violations shall be grounds for immediate removal of Personnel and may result in contract termination.

6.9 Duty to Report Safety Incidents.

The Contractor shall immediately report to the District any safety incident, student injury, staff misconduct, suspected abuse, supervision lapse, emergency event, or other occurrence affecting health, welfare, or security. The Contractor shall cooperate fully in all District investigations and shall implement corrective actions as directed.

ARTICLE VII — COMPENSATION AND PAYMENT

7.1 Hourly Compensation.

The Contractor shall be compensated solely on the basis of verified Hourly Rates for Personnel assigned to the Program. The Hourly Rate(s) shall be those submitted in the Contractor's proposal and accepted by the District's Governing Board. No other rates, fees, surcharges, pass-through costs, or markups shall be owed unless expressly authorized through a written amendment approved by the District's Governing Board.

7.2 No Guarantee of Hours or Minimum Compensation.

The District makes no guarantee, representation, or promise regarding the number of hours of service that will be assigned to Contractor Personnel. Contractor's compensation shall be limited strictly to hours actually worked and verified on District-approved timesheets. The Contractor shall have no claim for lost profits, lost business, or unused capacity arising from reduced hours, staffing changes, or program modifications made at the District's discretion.

7.3 Verified Timesheets Required.

The Contractor shall submit timesheets for each Personnel member in a format approved by the District. Timesheets must be signed or electronically verified by the District's Site Coordinator or designee. Hours not supported by verified timesheets shall not be eligible for payment and may be rejected in full.

7.4 Monthly Invoicing and Documentation.

Contractor shall submit a single monthly invoice, accompanied by supporting documentation including verified timesheets, attendance data, and any additional backup required by the District. Invoices shall be submitted no later than the tenth (10th) calendar day of the month following the month in which services were rendered. The District shall process properly submitted invoices in the normal course of business.

7.5 District Right to Withhold or Reduce Payment.

The District may withhold, delay, or reduce payment if:

- a. Staffing minimums are not met;
- b. Services are not performed in accordance with this Agreement;
- c. Personnel fail to follow District direction;
- d. Hours are unsupported, disputed, or unverified;
- e. The Contractor fails to remedy performance concerns after notification; or
- f. The Contractor is not otherwise meeting any requirements of this Agreement.

Amounts withheld under this section shall not be considered late, past-due, or unpaid, and shall not accrue interest.

7.6 No Additional Costs to the District.

The Contractor shall be solely responsible for all business, employment, administrative, overhead, fringe, payroll, equipment, and operational costs associated with delivering services. The District shall not incur or reimburse any additional costs, including mileage, supplies, onboarding, recruitment, benefits, training, uniforms, technology, or Contractor administrative expenses.

7.7 Audit and Record Availability.

The Contractor shall maintain accurate payroll, hour, and service records for a minimum of five (5) years and shall make such records available to the District upon request, as further described in Article IX. The District may audit or verify any invoice, timesheet, or payment request prior to or after payment.

7.8 Full Compensation.

The compensation described in this Article constitutes the Contractor's entire entitlement for services rendered under this Agreement. No additional compensation shall be owed unless expressly authorized through a written amendment approved by the District's Governing Board.

ARTICLE VIII — PERFORMANCE STANDARDS, DISTRICT REMEDIES, AND CORRECTIVE ACTION

8.1 Performance Standards.

The Contractor shall perform all services in a timely, professional, and competent manner consistent with: (a) District direction and Program expectations; (b) the standards of practice for expanded learning programs in California; and (c) the degree of skill and care ordinarily exercised by reputable providers of similar services. All Personnel shall consistently engage students, support a positive program culture, and comply with all supervision, safety, behavioral, and operational requirements established by the District.

8.2 Duty to Maintain Acceptable Performance.

The Contractor shall ensure that its Personnel meet all District expectations related to student engagement, safety, attendance reliability, adherence to directives, conduct, responsiveness, and collaboration. The Contractor shall monitor its Personnel, conduct internal supervision as necessary, and take proactive steps to correct performance deficiencies without requiring District intervention.

8.3 District Right to Issue Corrective Action.

If the District determines, in its sole discretion, that the Contractor has failed to meet any obligation under this Agreement, the District may issue a written **Notice of Deficiency** identifying corrective action that must be taken. Upon receipt of such notice, the Contractor shall

immediately implement corrective measures and fully resolve the deficiency within the timeline established by the District, which may be as short as **twenty-four (24) hours** for safety-related issues or urgent supervision concerns.

8.4 Failure to Remedy.

If the Contractor fails to cure a deficiency within the period specified by the District, the District may, at its sole discretion and without prejudice to any other rights or remedies:

- a. Withhold payment pursuant to Article VII;
- b. Require the removal and replacement of specific Personnel;
- c. Reduce or modify the Contractor's scope of work;
- d. Temporarily suspend services in whole or in part; or
- e. Initiate termination under Article XI.

8.5 Immediate Suspension of Personnel.

The District may immediately remove or bar any Personnel from District property without prior notice if their conduct, performance, or presence is determined to pose a safety risk, disrupt Program operations, or otherwise conflict with District expectations. The Contractor shall promptly assign qualified replacement Personnel when directed to do so.

8.6 District Right to Intervene.

If the Contractor fails or refuses to act promptly when student safety, supervision, or compliance issues arise, the District may intervene as necessary to protect students and maintain order. Such intervention shall not relieve the Contractor of its obligations nor entitle the Contractor to additional compensation.

8.7 No Waiver of Enforcement.

The District's decision to forbear, delay, or refrain from exercising remedies under this Article shall not constitute a waiver of its right to enforce the Agreement or to take future corrective action for the same or any other breach.

8.8 Material Breach.

Repeated deficiencies, failure to maintain staffing minimums, failure to comply with District directives, safety violations, or failure to remedy deficiencies after notice shall constitute a material breach of this Agreement and shall subject the Contractor to termination pursuant to Article XI.

ARTICLE IX — RECORDS, DATA, REPORTING, AND AUDIT RIGHTS

9.1 Attendance and Program Data.

The Contractor shall collect, maintain, and provide accurate attendance data, staffing records, and

service documentation in the format and frequency required by the District. All attendance and program data are the property of the District. The Contractor shall promptly submit attendance reports, incident reports, and any other documentation requested by the District in support of state or federal compliance, including but not limited to Expanded Learning Opportunities Program reporting requirements. Any reports, logs, data, or other documents prepared or generated in connection with the Contractor's services under this Agreement shall be the property of the District and shall be produced upon written request by the District. Failure to provide any requested information or documents shall constitute a material breach of this Agreement.

9.2 Access to Records.

The Contractor shall maintain complete and accurate records relating to this Agreement, including but not limited to: personnel assignments, timesheets, payroll records, attendance logs, training records, Clearances, mandated reporter certifications, invoices, communications, and service documentation. Upon request, the Contractor shall provide such records to the District within **two (2) business days**. Failure to provide records within the required timeframe shall constitute a material breach of this Agreement.

9.3 Audit Rights.

The District, its auditors, and its authorized representatives shall have the right to audit, inspect, examine, and copy any and all records related to services performed under this Agreement. The Contractor shall fully cooperate with any audit or review, whether conducted by the District, a governmental agency, or a state-mandated compliance body. The District may audit records at any time during the Term of this Agreement and for a period of **five (5) years** thereafter.

9.4 Financial Reconciliation and Recovery.

If any audit or record review reveals overbilling, unsupported charges, or payment for services not rendered in accordance with this Agreement, the District may deduct such amounts from future payments or demand direct reimbursement from the Contractor. The Contractor shall remit repayment within **thirty (30) calendar days** of written notice. The District may withhold payment or suspend services until repayment is made.

9.5 Data Privacy and FERPA.

The Contractor shall safeguard all student information in compliance with FERPA and applicable state privacy laws, as set forth in Article VI. No student information, photos, or data shall be retained, shared, or used for any purpose other than fulfilling this Agreement. In the event of a suspected or actual data breach, the Contractor shall notify the District within **twenty-four (24) hours** and cooperate fully in containment, reporting, and remediation.

9.6 Reporting Requirements.

The Contractor shall comply with all District-required reporting, including attendance summaries, program observations, incident documentation, emergency reports, and performance updates. The Contractor shall also participate in continuous improvement efforts, including providing documentation for monitoring, evaluation, and quality-assurance processes.

9.7 Record Retention.

All records required under this Agreement shall be retained by the Contractor for no fewer than **five (5) years** from the latest of: (a) the final invoice date, (b) the termination or expiration of this Agreement, or (c) the conclusion of any dispute, audit, or ongoing legal matter. Records shall not be destroyed prior to the expiration of the retention period without District approval.

ARTICLE X — INSURANCE AND INDEMNIFICATION

10.1 Insurance Requirements (See Exhibit C).

The Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, for the duration of this Agreement and any extensions thereof, insurance policies issued by companies admitted to do business in the State of California and rated no less than A- by A.M. Best, with the following minimum coverage limits:

a. Commercial General Liability Insurance

Coverage of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate, including bodily injury, property damage, personal injury, and products/completed operations;

b. Automobile Liability Insurance

Coverage of not less than **\$1,000,000** combined single limit per accident for all owned, hired, or non-owned vehicles used in the performance of this Agreement;

c. Workers' Compensation and Employer's Liability Insurance

Coverage as required by California law, including Employer's Liability with limits of not less than **\$1,000,000**;

d. Abuse and Molestation / Sexual Misconduct Liability

Coverage of not less than **\$1,000,000** per occurrence, either as a separate policy or as an endorsement to the general liability policy;

e. Professional Liability / Errors and Omissions (if applicable)

Coverage of not less than **\$1,000,000** per claim.

10.2 Additional Insured Endorsement.

All required liability policies shall name the Las Virgenes Unified School District, its Board,

officers, employees, and agents as Additional Insureds through ISO Form CG 20 10 and CG 20 37 (or equivalent), on a primary and non-contributory basis. The Contractor's insurance shall apply first, before any insurance or self-insurance maintained by the District.

10.3 Certificates of Insurance.

The Contractor shall furnish valid Certificates of Insurance and required endorsements to the District prior to the commencement of services. No Personnel may be placed, and no services may begin, until the District has approved all certificates and endorsements. The Contractor shall provide updated certificates upon renewal, change, or cancellation of coverage.

10.4 Cancellation Notice.

Each policy shall state that it may not be canceled, materially reduced, or non-renewed without thirty (30) calendar days' prior written notice to the District.

10.5 Failure to Maintain Coverage.

Failure of the Contractor to maintain required insurance coverage shall constitute a material breach of this Agreement and shall entitle the District to withhold payment, suspend services, or terminate this Agreement immediately.

INDEMNIFICATION

10.6 Indemnification and Hold Harmless.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the District, its Board of Education, officials, agents, employees, volunteers, officers, and representatives (collectively, "Indemnitees") entirely harmless from all liability arising out of:

a. Workers Compensation and Employers Liability: Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement.

b. General Liability: Liability for damages for (1) death, bodily injury, or emotional distress to any person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Contractor or Indemnitees, or any person, firm or corporation employed by the Contractor or the District upon or in connection with the services under this Agreement, except for liability resulting from the sole negligence, willful misconduct, or unlawful acts of the District;

c. Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default, error, or omission of the Contractor, or any person, firm or corporation

employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services performed by Contractor in accordance with this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the sole negligence, willful misconduct, or unlawful acts of the District.

d. Sexual Misconduct/ Abuse: Any and all claims, demands, suits, causes of action, damages, judgments, penalties, fines, liabilities, losses, costs, and expenses) arising out of or resulting from any actual or alleged act of sexual abuse, sexual misconduct, molestation, or harassment of any kind (“Sexual Misconduct”) committed by: (1) the Contractor, its employees, agents, contractors, or subcontractors; (2) any person under the supervision or control of the Contractor; or (3) any other person or entity whose conduct is alleged to have been facilitated or enabled by the Contractor’s negligent hiring, supervision, training, or retention practices; but not for any Sexual Misconduct caused by the sole negligence, willful misconduct, or unlawful acts of the District.

e. The Contractor, at its own expense, cost, and risk, shall indemnify and defend Indemnitees on any and all claims, actions, suits, or other proceedings, that may be brought or instituted against Indemnitees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof. The obligations of this Section survive termination or expiration of this Agreement.

e. The parties agree that this Section of this Agreement shall be the sole indemnity, as defined by California Civil Code section 2772, governing this Agreement. Any other indemnity that is in the Contractor’s proposal or other documents from the Contractor shall be void and unenforceable between the parties.

10.7 No Waiver of District Immunities.

Nothing in this Agreement shall be construed to waive any immunity, defense, limitation of liability, or damage cap available to the District under the California Government Code or applicable law.

ARTICLE XI — DEFAULT, SUSPENSION, AND TERMINATION

11.1 Default by Contractor and Termination.

The occurrence of any of the following shall constitute a default by the Contractor under this Agreement and subject to termination upon five days’ written notice to the Contractor:

- a. Failure to maintain required staffing levels or provide substitute coverage;
- b. Failure to comply with District directives, safety procedures, or supervision expectations;
- c. Failure to correct deficiencies after receiving notice under Article VIII;
- d. Assignment of Personnel who lack required Clearances;
- e. Violation of law, District policy, or Program requirements;
- f. Submission of falsified, unsupported, or inaccurate timesheets or invoices;
- g. Failure to maintain required insurance;
- h. If any state, county, city or federal license, authorization, waiver, license, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed;
- i. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court;
- h. Any other material breach of this Agreement.

The District may terminate this Agreement, in whole or in part, immediately and without advance written notice if the Contractor:

- a. Endangers student health, safety, or welfare;
- b. Commits or permits a violation of mandated-reporting obligations;
- c. Assigns Personnel without Clearances to District sites;
- d. Engages in fraud, gross misconduct, or unlawful activity; or
- e. Commits a breach that cannot, in the District's judgment, be cured in a timely manner

11.2 Remedies for Default.

Upon any default or material breach, the District may, at its sole discretion and without prejudice to other remedies:

- a. Withhold payment under Article VII;
- b. Require immediate removal and replacement of Personnel;
- c. Issue a corrective action directive with a shortened cure period;
- d. Suspend Contractor's services in whole or in part; or
- e. Terminate this Agreement.

In the event of a default and/or termination for cause, the Contractor shall be compensated only for verified hours worked for approved services provided pursuant to this Agreement up to the effective termination date and supported by reasonable documentary evidence. All damages and costs associated with the termination, including increased contractor and replacement contractor costs and other costs incurred by the District shall be deducted from payments to the Contractor.

In the event a termination for default or breach is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 11.3 below, and Contractor shall have no greater rights than it would have had if a termination without cause had been effected in the first instance.

11.3 Termination for Convenience (District — 60 Days).

The District may, at its sole and absolute discretion, terminate this Agreement at any time and for any reason, without cause, by providing the Contractor sixty (60) calendar days' written notice. No further obligation, penalty, or financial liability shall accrue to the District beyond payment for verified hours for approved services provided pursuant to this Agreement up to the effective termination for convenience date and supported by reasonable documentary evidence. The Contractor shall not be entitled to lost profits, liquidated damages, reliance damages, or any other consequential claims.

11.4 Wind-Down Obligations.

Upon receipt or issuance of a notice of termination, the Contractor shall:

- a. Fully cooperate in transitioning or ceasing services;
- b. Immediately return District property, records, student data, badges, and equipment;
- c. Provide final, verified timesheets and a closing invoice;
- d. Promptly deliver to the District all reports, logs, data, or other documents prepared or generated in connection with the Contractor's services under this Agreement; and
- d. Ensure no disruption to student supervision during any transition period.

11.5 Suspension of Services.

The District may suspend Contractor services at any time, with or without cause, when student safety, operational continuity, compliance, or other District interests warrant immediate action. Suspension shall not relieve the Contractor of its wind-down duties or limit the District's right to later terminate.

11.6 Survival of Obligations.

The Contractor's obligations relating to indemnification, record retention, confidentiality, student data privacy, audit rights, and repayment of disallowed costs shall survive termination or expiration of this Agreement.

ARTICLE XII — GENERAL PROVISIONS

12.1 Independent Contractor.

In the performance of this Agreement, the Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of the District. The Contractor shall have no authority

to bind the District to any obligation or representation, except as expressly stated in this Agreement.

12.2 No Assignment.

The Contractor shall not assign, delegate, transfer, franchise, sell, subcontract, or otherwise convey any right, duty, obligation, or interest under this Agreement without the District's prior written consent. Any attempted assignment without such consent shall be void and shall constitute a material breach of this Agreement.

12.3 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state courts located in Los Angeles County, California.

12.4 Public Records Act.

The Contractor acknowledges that the District is a public agency subject to the California Public Records Act (Gov. Code §§ 6250 et seq.). Any documents or records provided to the District may be subject to public disclosure, except as otherwise exempt under law. The District shall not be liable for release of records when required by law.

12.5 Integration and Order of Precedence.

This Agreement, including its Exhibits and the Governing Documents, constitutes the entire agreement between the parties and supersedes all prior discussions, proposals, negotiations, or agreements, whether written or oral. In the event of any conflict, the order of precedence set forth in Article I shall control. No other agreements, representations, or warranties shall be binding unless executed in writing by both parties.

12.6 Amendments and Modifications.

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless in writing and approved by the District's Governing Board. No oral statements or course of performance shall modify this Agreement.

12.7 Severability.

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

12.8 Notices.

All notices required under this Agreement shall be in writing and delivered in person, by certified mail, or by recognized courier service to the addresses designated by each party. Notice shall be deemed effective upon delivery or two (2) business days after mailing.

12.9 No Waiver.

No failure or delay by the District to enforce any term of this Agreement shall be construed as a waiver of its right to enforce that term or any other provision at any time.

12.10 Non-Discrimination.

The Contractor shall comply with all applicable federal and state non-discrimination laws and shall not unlawfully discriminate against any individual based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, ancestry, disability, medical condition, age, or other protected status.

12.11 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures shall have the same force and effect as original signatures.

12.12 Authority to Execute.

Each party represents and warrants that it has the full power and authority to enter into this Agreement, and that the persons executing below are duly authorized to bind their respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

LAS VIRGENES UNIFIED SCHOOL DISTRICT

By: _____

Dr. Ryan Gleason

Associate Superintendent / Chief Business Official

Date: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

Company: _____

EXHIBIT A — SCOPE OF SERVICES

The Contractor shall provide qualified, trained, and Personnel with all Clearances to support the LVUSD Plus+ Expanded Learning Program at District school sites. The purpose of the Program is to deliver safe, well-supervised, developmentally appropriate enrichment and recreation services that support positive student development beyond the regular school day. The Contractor's services shall be delivered in a manner that reflects professionalism, consistent supervision, orderly conduct, and alignment with District expectations for student safety, behavior, and program quality, as articulated in the District's Request for Proposals.

During the school year, services shall follow a District-directed model, under which the District retains full authority over program design, schedules, site expectations, and student engagement priorities. Contractor Personnel shall facilitate enrichment and supervision activities as directed by the District's Site Coordinator or administrative designee and shall support the orderly and safe operation of the Program. Contractor Personnel shall follow all site procedures related to transitions, behavior management, emergency response, facility use, and student supervision at all times.

During summer and intersession periods, the Contractor shall deliver Autonomous Services as assigned by the District. Under this structure, the Contractor shall independently provide full-day enrichment staffing and supervision while maintaining communication and alignment with the District. The Contractor shall ensure that operations are structured, well-supervised, and compliant with all applicable rules, laws, and safety requirements, including those of the District. At no time shall autonomous operation relieve the Contractor of its obligation to meet District program expectations or safety standards.

The Contractor shall support a program environment that is structured, consistent, and predictable for students. Activities shall be appropriate to the developmental needs of participating students and shall promote positive engagement, teamwork, skill development, and responsible behavior. Contractor Personnel shall model professionalism, reinforce clear behavioral expectations, and apply site-level guidance to maintain a safe and orderly environment. Repetitive worksheets, sedentary supervision, or unstructured free time shall not be used as substitutes for active and purposeful engagement unless expressly authorized by the District.

The Contractor shall collaborate with the District to maintain effective operations, including participating in required check-ins, submitting attendance or program documentation, and responding promptly to direction or feedback. The District may modify program locations, operational schedules, staffing levels, or expectations as necessary to support student needs,

safety considerations, compliance requirements, or District priorities. The Contractor shall fully comply with such adjustments and shall implement District guidance without delay.

EXHIBIT B — COMPENSATION AND INVOICING

The Contractor shall be compensated solely on an hourly basis for Personnel assigned to the LVUSD Plus+ Expanded Learning Program. Compensation shall be limited to the Hourly Rate or Rates submitted in the Contractor's proposal and accepted by the District's Governing Board. No minimum number of hours, no guaranteed staffing levels, and no minimum compensation are implied or shall be construed under this Agreement. The District retains full discretion to increase, decrease, or modify assigned hours in response to student needs, site conditions, funding levels, or operational priorities, and the Contractor shall have no claim for lost profits or lost business resulting from such adjustments.

The Contractor shall submit a single monthly invoice to the District for services rendered during the preceding month. Each invoice must be accompanied by the District-approved timesheets for every hour billed. Timesheets must be verified and signed or electronically approved by the District's Site Coordinator or designee. Any hours not supported by verified timesheets shall not be eligible for payment. The District reserves the right to reject, reduce, or withhold payment for any portion of an invoice that lacks sufficient documentation or reflects hours not authorized or properly verified.

Invoices shall be submitted no later than the tenth (10th) calendar day of the month following the month of service. The District shall process invoices in the normal course of business and shall make payment only after verifying that services were satisfactorily rendered in accordance with the requirements of this Agreement. The District may withhold or delay payment if the Contractor fails to meet performance expectations, staffing minimums, safety requirements, or documentation obligations.

No additional fees, administrative charges, overtime premiums, mileage, travel time, materials, onboarding costs, equipment costs, benefits, supervision expenses, or other ancillary charges shall be billed to or paid by the District unless expressly authorized through a written amendment approved by the District's Governing Board. The compensation described in this Exhibit and in Article VII constitutes the Contractor's full and complete entitlement for all services performed under this Agreement.

EXHIBIT C — INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, at its sole cost and expense, insurance coverage in the types and minimum limits set forth in this Exhibit. All policies shall be placed with insurers admitted to do business in the State of California and rated A- or better by A.M. Best. Proof of insurance shall be provided in the form of certificates and endorsements approved by the District prior to the commencement of services.

1. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including coverage for bodily injury, property damage, personal injury, products/completed operations, contractual liability, and abuse/molestation.
2. Automobile Liability Insurance with limits of not less than \$1,000,000 combined single limit for all owned, hired, and non-owned vehicles used in connection with services under this Agreement.
3. Workers' Compensation Insurance in compliance with California law, and Employer's Liability Insurance with limits of not less than \$1,000,000.
4. Abuse and Molestation Coverage of not less than \$1,000,000 per occurrence, which may be included within the Commercial General Liability policy or issued as a separate policy or endorsement.
5. Professional Liability / Errors and Omissions Insurance (if applicable) with limits of not less than \$1,000,000 per claim.

All liability policies shall name the Las Virgenes Unified School District, its Board, officers, employees, and agents as Additional Insureds on a primary and non-contributory basis for liability arising out of the Contractor's work under this Agreement. Such coverage shall be provided through ISO Form CG 20 10 and CG 20 37 or equivalent.

Each policy shall provide that it may not be canceled, reduced, or non-renewed without thirty (30) calendar days' prior written notice to the District. Lapse of required insurance coverage shall constitute a material breach of this Agreement. The Contractor shall provide updated certificates and endorsements upon renewal or change of coverage and shall maintain all required coverage for the full duration of the Agreement, including any extensions.

The District will not accept surplus line insurance carriers. Providing excess or umbrella policies to meet or supplement the primary limits of any insurance required in this Exhibit is not allowed. All required insurance limits must be met by the primary policy.

EXHIBIT D — CLEARANCE AND SAFETY REQUIREMENTS

The Contractor shall ensure that all Personnel assigned to the LVUSD Plus+ Expanded Learning Program meet the District's Clearances, safety, and conduct requirements prior to providing any services under this Agreement. No individual may be present on a District campus, interact with students, or perform duties under this Agreement until all Clearances and safety obligations described in this Exhibit have been fully satisfied, verified, and documented.

All Personnel shall complete **DOJ/FBI fingerprint clearance and Live Scan background checks**, and such clearances shall remain active and in good standing for the duration of the assignment. Personnel shall submit evidence of compliance with **tuberculosis (TB) testing or screening**, pursuant to California law, and shall complete **mandated reporter training** in accordance with the California Child Abuse and Neglect Reporting Act. The Contractor shall maintain clearance records and mandated reporter certifications on file and shall provide verification to the District within two (2) business days upon request.

Personnel shall comply with all **District and site-level safety procedures**, including emergency response protocols for fire, lockdown, evacuation, shelter-in-place, medical emergencies, and crisis situations. Personnel shall follow directions from District administrators at all times during an emergency and shall adhere to all reporting expectations relating to student injury, unsafe conditions, or safety incidents.

The Contractor shall ensure that Personnel consistently maintain **active and continuous supervision** of students, including during transitions, restroom breaks, outdoor play, and program dismissal. No student shall ever be left unattended or supervised by an individual who has not received all required Clearances. Accidental or intentional use of Personnel without all Clearances for student supervision shall constitute a material breach of this Agreement.

Contractor Personnel shall maintain professional boundaries and comply with all **District behavior, conduct, anti-harassment, and discrimination policies**. Personnel shall model appropriate behavior, avoid prohibited conduct, and immediately report safety concerns, suspected abuse, or misconduct to the District and appropriate authorities as required by law. Personnel shall also comply fully with **FERPA and all student data privacy rules**, and shall not exchange, store, transmit, or disclose student information except as permitted by the District.

The Contractor shall immediately remove any Personnel who violate safety procedures, fail to maintain required Clearances, or engage in conduct inconsistent with District expectations, and shall assign a qualified replacement without delay. Failure to follow the Clearances and safety requirements of this Exhibit shall be grounds for immediate removal of Personnel and may result in termination of this Agreement.

EXHIBIT E — INCORPORATED DOCUMENTS

The following documents are hereby incorporated into this Agreement by reference and made a part of the contractual obligations between the parties:

1. The Las Virgenes Unified School District Request for Proposals (RFP) for LVUSD Plus+ Expanded Learning Services, including all attachments, addenda, and clarifications issued by the District.
2. The Contractor's Proposal submitted in response to the RFP, including all written responses, acknowledgments, and pricing forms, but only to the extent the proposal does not conflict with this Agreement, its Exhibits, or the RFP. In the event of any conflict, the Governing Documents shall control.

These Incorporated Documents shall be interpreted and enforced consistent with the Order of Precedence established in Article I of this Agreement, which places the Agreement and Exhibits above the RFP, and the RFP above the Contractor's Proposal.

No provision contained in the Contractor's Proposal, marketing materials, website language, correspondence, or other Contractor-generated documents shall modify, supersede, or expand the obligations of the District beyond those expressly stated in this Agreement, unless adopted through a formal written amendment approved by the District's Governing Board.