Travis Unified School District

Reaching beyond the boundaries to build a community of learners

ADDENDUM #1
RFP #2026-03

2026-27 Expanded Learning Program Services

March 25th 2026
To: All Prospect Bidder
From: Travis Unified School District

RE: Addendum #1

This Addendum is hereby made part of the Request for Proposals (RFP) referenced above. The purpose of this Addendum is to provide responses to questions received within the RFP inquiry period. Except as noted herein, all terms and conditions of the original RFP remain unchanged.

Questions and Answers

1. **As our team was reviewing the RFP, we noticed that the sample contract was not attached to the RFP PDF. Would we be able to obtain a copy to review?**

   A sample contract is attached to the end of this addendum. The district is open, however, to utilizing vendor's contract language so long as it meets the requirements of Education Code, ELOP and our Board Policies.

2. **How many common planning days and minimum days are anticipated for the 2026–2027 school year?**

   Each Wednesday is a common planning day. There are 37 in total. There are typically 8 minimum days built into the calendar for each school site, although this can vary slightly depending on site needs.

3. **What are the expected daily attendance numbers for after-school and intersession programs by age band (TK/K and Grades 1–6), for each elementary and middle school site? Additionally, what are the expected participation levels for the middle school before-school program?**

   At this point we are only able to publish the number of targeted students at each school site. These estimates are based on 2025-26 data.

   For each site, they are:

	TK	KN	1	2	3	4	5	6	Total
Cambridge Elementary	21	29	44	43	44	36	43		260
Center Elementary	16	41	33	46	56	48	48		288
Foxboro Elementary	32	47	36	46	50	54	42		307
Golden West Middle								180	180
Scandia Elementary	17	26	28	25	26	27	27		176
Travis Elementary	17	22	16	17	27	11	11		121

4. **Is the District anticipating any changes to Expanded Learning funding from the 2025–2026 school year to 2026–2027 and beyond?**

TUSD is a Rate 2 district. Under current law Rate 2 districts are funded based on remaining funds after Rate 1 districts are funded. So in short, yes, we anticipate changes to the funding.

5. **What factors will be used to determine whether a contract is awarded for a one-year term versus a three-year term?**

For the 2026-27 school year the contract award will be a one-year term. Additional years will be based on successful implementation of the program and execution of the contract, feedback from families and sites, and cost.

6. **How many school sites are expected to operate intersession programs?**

At this time, we anticipate all sites will run intercession programs.

7. **Does the district have an estimate of the total number of student attendees at each site along with estimates of the number of TK/K attendees at each site?**

Please see response to #3 above.

8. **On page 25, the RFP says to "Provide general information as called for in the section entitled Instructions to Consultants". We do not see a section entitled "Instructions to Consultants" included in the RFP. Can you provide more guidance here?**

In this section of the proposal, we are looking for information regarding vendor's experience providing after school programming. We acknowledge that the section entitled "Instructions to Consultants" was not included. Successful responses will highlight effective implementation of programming, speak to how these experiences apply to Travis Unified, and any other qualities about vendor's program that make it a good fit for the district.

9. **Expectations on outreach requirements?**

Minimally, contactor should be prepared to engage with the school community to discuss their programming, respond to ideas and/or concerns about the program from families or school personnel, and provide orientation information to participating families. We see this as a function of Section B: Organizational Capacity, Item 4: Family and Community Engagement, which can be found on Page 19.

10. **Can we expect a level of negotiation once selected as a vendor partner?**

We realize each vendor is somewhat unique. As such, prior to executing a contract selected vendors can anticipate discussions with district leadership to ensure mutual understanding of expectations and agreements. The district is very mindful of the funding available to run ELOP programs.

11. **There is no number 8 on RFP document**

Unsure what this is referring to.

12. **Document states "responded to narrative responses (states 5.1) but it goes to 1.1 are we missing something?**

Section 1.1 on page 26 is mislabeled. It should be 5.1.

13. **Will there be only one vendor per school site?**

Yes.

14. **Please provide an estimated number of students by site and grade level, please also include and minimum and maximum number of students.**

Please see responses to #3.

15. **Is there a nutrition cost**?

Vendors may elect to include nutrition costs as part of their proposal; however this is not a requirement for consideration.

16. **What is the estimated number of hours outside of the program? I.E. professional development, training, etc. Also, who is expected to attend these meetings?**

Vendors are responsible for providing professional development to their staff. Additional meetings and consultations with site and/or district leadership may be required for members of the vendor's leadership teams. As part of program implementation and expressed on page 12 of the RFP, the district reserves the right to request and/or require occasional participation in activities to support vendor's staff.

17. **Contract Term: The initial contract is often for one year (2026-27) with options to renew.**

See response to #5 above.

18. **What is the "Minimum Guaranteed Attendance"? (If enrollment drops due to a COVID-19 surge or district-wide event, will the vendor still be paid for the projected capacity, or only for students physically present?)**

The LEA has not established a "Minimum Guaranteed Attendance." If vendors wish to establish a minimum guarantee model, or a projected capacity model, they should include this as part of their pricing structure.

19. **What Student Information System (SIS) does the district use? (Will the vendor be given access to *Aeries* or *PowerSchool* for attendance and emergency contacts, or must the vendor maintain a separate system?)**

Vendors may be given read-only access to Aeries pending agreement on data protocols. Vendors who have separate systems may choose to use those.

20. **What is the protocol for students with IEPs or 504 plans? (Will the district provide a 1:1 aide if required by a student's IEP, or is the vendor expected to cover that staffing cost?)**

The district will abide by all state and federal laws pertaining to students with disabilities. As stated in the CDE's ELOP FAQ page: "Under Federal and State law publicly-funded programs cannot discriminate against pupils based on disability. In individual situations, a pupil with a disability may need accommodations to meaningfully access an ELO Program. These determinations must be made at the local level." Decisions regarding staffing for students with disabilities will be discussed with vendors on a case-by-case basis.

21. **How much alignment is required with the school day curriculum? (Does the district expect the vendor to use specific literacy or math platforms that the school already uses?)**

Successful proposals will articulate how the vendor will provide academic support to students (See question 2 and 4 of the Narrative Response). Vendors and school sites will be expected to work collaboratively to identity ways in which the school day curriculum and after school academic programming can align.

PROVIDER AGREEMENT

By and Between:

TRAVIS UNIFIED SCHOOL DISTRICT

And

_____

This Agreement for Professional Services ("Agreement") is made and entered into as of _____ by and between the Travis Unified District, ("District") and the _____

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Provider shall provide Expanded Learning Opportunity (ELOP) as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").

2. **Term.** Provider shall commence providing services under this Agreement on January 1st 2026, and will diligently perform as required and complete performance by June 30th, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** The Provider shall not commence the Services under this Agreement until the Provider has submitted and the District has approved the certificate(s), and the endorsement(s) of insurance required as indicated below:

   ___ Signed Agreement
   ___ Workers' Compensation Certification
   ___ Insurance Certificates and Endorsements
   ___ W-9 Form
   ___ Other: _____

4. **Compensation.** District agrees to pay the Provider for services satisfactorily rendered pursuant to this Agreement for a total fee not to exceed _____. District shall pay the Provider according to the following terms and conditions: By equal monthly invoice with receipt to Provider by the 15th of each month.

5. **Expenses.** District shall not be liable to Provider for any costs or expenses paid or

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incurred by Provider in performing services for District.

6. **Independent Contractor.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Provider's employees. In the performance of the work herein contemplated, Provider is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Provider shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this Agreement.

8. **Performance of Services.**

   8.1. **Standard of Care.** Provider represents that the Provider has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Provider's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California elementary schools.

   8.2. **Meetings.** Provider and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Provider's performance of Services.

   8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. **Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and

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systems of account during the Term of this Agreement and for five (5) years thereafter. Provider shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Provider and shall conduct audit(s) during Provider's normal business hours, unless Provider otherwise consents.

10. **Termination.**

10.1. **For Convenience by District.** District may, with 30 days written notice, with or without reason, terminate this Agreement and compensate Provider only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Provider. Notice shall be deemed given when received by the Provider or no later than three days after the day of mailing, whichever is sooner.

10.2. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

10.2.1. Material violation of this Agreement by the Provider; or

10.2.2. Any act by Provider exposing the District to liability to others for personal injury or property damage; or

10.2.3. Provider is adjudged bankrupt, Provider makes a general assignment for the benefit of creditors or a receiver is appointed on account of Provider's insolvency.

Written notice by District shall contain the cause for intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

11. **Indemnification.** To the furthest extent permitted by California law, Provider shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Districts' indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Provider. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the District's indemnified parties. The District shall defend, indemnify, and hold harmless the Provider, its agents, representatives, employees, and volunteers (the "Provider's indemnified parties") from any and all claims arising out of, pertaining to, or

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relating to the negligence, recklessness, or willful misconduct of the District. The Provider shall have the right to accept or reject any legal representation that District proposes to defend the Provider's indemnified parties.

12. **Insurance.**

12.1. The Provider is a self-insured entity, and will remain as such at all times it performs any portion of the Services the following minimum limits equal to the amounts indicated below

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Automobile liability Insurance - Any Auto	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Worker's Compensation	Statutory Limits

12.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Automobile Liability Insurance that shall protect the Provider, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

12.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Provider shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

12.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Provider's profession, coverage to continue through completion of construction plus two (2) years thereafter.

12.2. **Proof of Carriage of Insurance.** The Provider shall not commence

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performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and Insurance policies shall include the following:

12.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than (30) days after date of mailing notice."

12.2.2. Language stating those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

12.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are names additional insured under all policies except Workers' Compensation Insurance, Professional liability, and Employers' liability Insurance. An endorsement shall also state that Consultant's Insurance policies shall be primary to any insurance or self-insurance

12.2.4. maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

12.2.5. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

13. **Assignability.** Neither Party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without prior written consent of the other party.

14. **Compliance with Laws.** Provider shall observe and comply with all rules and obligations of the governing board of the District and all federal, state, and local laws, ordinances, and regulations. Provider shall give all notices required by any law, ordinance, rule, and regulation bearing on conduct of the Work as indicated or specified. If Provider observes that any of the Work required by this Agreement is at variance with any such laws, ordinances, rules, or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any work that is in violation of any laws, ordinances, rules

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or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.

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

16. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts, there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefor the Provider agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Provider agrees to require like compliance by all of its subcontractor(s).**No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

17. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

18. **District's Evaluation of Provider and Provider's Employees and/or Subcontractors.** The District may evaluate the Provider in any way the District Is entitled to pursuant to applicable law. The District's evaluation may include, without limitation:
    - 18.1. Requesting that District employee(s) evaluate the Provider and the Provider's employees and subcontractors and each of their performance.
    - 18.2. Announce and unannounced observance of the Provider, the Provider's employee(s), and/or subcontractor(s)

19. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of compensation provided in this Agreement.

20. **Confidentiality.** The Provider and all Provider's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Provider understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District:	**Provider:**
Travis Unified School District 2751 De Ronde Drive Fairfield, CA 94533 Phone: (707) 437-4604 ATTN:	Phone: ATTN:

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

22. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

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invalidated in any way.

26. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

27. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

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

29. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

30. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

31. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

32. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

33. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

TRAVIS UNIFIED SCHOOL DISTRICT

By: _____
Print Name: _____
Print Title: _____
Date: _____

PROVIDER: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Provider to furnish the information requested in this section.

Information regarding Provider:

License no. _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail: _____

Employer ID and/or Social Security Number: _____

Type of Business Entity:
___ Individual
___ Sole Proprietorship
___ Partnership

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___ Limited Partnership ___ Limited Liability Company

___ Corporation, State: _____ ___ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: _____

Name of Provider: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5- commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filled with the District prior to performing any

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Work under this Agreement.)

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY PROVIDER

Scope of Services

The following Scope of Services has been agreed upon between by the Provider and District:

1. _____ will operate an Expanded Learning Opportunity Program (ELOP) program at the following Travis Unified School District school:
    a. Travis Elementary-100 Fairfield Ave, TAFB, CA 94535
    b. Scandia Elementary- 100 Broadway St, TAFB, CA 94535

2. _____ will operate after school programming beginning January 1st 2026, through June 30, 2026.
3. As part of its programming, _____ will specifically provide:
    a. A Manager(s) to oversee all aspects of its program run in TUSD, with the goal of providing a direct link between the district and after-school program staff.
    b. A well-qualified trained staff that minimally meet the requirements established in TUSD's job description for instructional aides, including fingerprinting clearance and applicable health screenings (e.g., TB testing).
    c. Staffing ratios of 10:1 for TK/K students, and 20:1 for 1st-5th grade students.
    d. All program management and oversight, including daily activity programming, scheduling presentations or activities from outside vendors, and communicating with families.
    e. Attendance reporting logs.
    f. Distributing daily snacks and meals (as applicable) to students. All food will be provided by the TUSD Nutrition Department.
    g. A report to district staff by the next working day, and a written report within seven working days, of the occurrence of any health or safety related issues.
    h. Adherence to all student's health plans as provided by the district for participating students.

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4. Operating Hours
    a. Provider agrees to operate after-school programming on all school days, including minimum days until 5:00 pm. The program will begin at student dismissal time. At least one staff member will remain on site until 5:30 pm, or until all students have been picked up.

    b. Provider will operate intercession and summer programming February 17-20, April 6-10, and June 5-30 (Summer Break). Hours of operation will be 8:30am-5:30pm.

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Service Payment Terms

TUSD will pay program tuition to enroll in the afterschool and intercession/summer programming. Presuming full enrollment in the program, the cost of the program are as follows:

Service Description	**Cost**
Regular School Year Coverage (incl. early release days) Grades 1-6	
Regular School Year Coverage TK/Kindergarten Add-On	
February Break Grades 1-6	
February Break Kindergarten Add-On	
Spring Break Grades 1-6	
Spring Break TK/Kindergarten Add-On	
Summer Break Grades 1-6	
Summer Break TK/Kindergarten Add-On	
Maximum Total Cost	

- Regardless of actual daily student attendance/enrollment, program tuition will be paid at the maximum enrollment level.
- Both parties agree to meet to discuss potential revision, should the total enrollment drop below 40.

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