



2025-26.RFP04

**Expanded Learning Opportunities Program (ELO-P)
High School Before School and After School Programming**

Hacienda La Puente Unified School District

June 11, 2026

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SECTION 01

NOTICE SOLICITING PROPOSALS

The Hacienda La Puente Unified School District (“District”) is issuing this Request For Proposals (“RFP”) and invites qualified vendors to submit proposals. The Hacienda La Puente Unified School District (“District”) is seeking qualified organizations, agencies, or vendors to provide comprehensive Expanded Learning Opportunities Program (ELO-P) services for four (4) comprehensive high schools and one (1) Alternative Education school serving approximately 4,750 students in grades 9-12. Interested parties shall submit two (2) hard copies and one (1) pdf copy on a USB drive in a sealed envelope to:

Hacienda La Puente Unified School District
Attn: Joel Duarte, Director of Purchasing & Warehouse
15959 E Gale Ave.,
City of Industry, CA 91745

Proposals must be received no later than 3:00 P.M. (PST) on July 1, 2026. Submissions received after this date and time may not be accepted by the School District. The District reserves the right to reject any and all proposals at their discretion, the District reserves the right to request additional information and/or conduct subsequent interviews with all or none of the responding firms.

All questions or requests for clarification regarding any aspect of this RFP must be submitted via email only to Joel Duarte, Director of Purchasing & Warehouse at: jduarte@hlpusd.org and a courtesy copy to Monica Reyna at moreyna@hlpusd.org and Elbia Sarabia at esarabia@hlpusd.org. Questions received after this time may not be answered. Any firm directly or indirectly contacting District staff, including but not limited to, administrators, Board members, other than the Director of Purchasing may be disqualified.

The complete RFP document can be found:
<https://www.hlpusd.org/district/business-services-division/purchasing-warehouse>

Thank you for your interest.

Sincerely,

Joel Duarte
Hacienda La Puente Unified School District
Director of Purchasing & Warehouse
(626) 933-3932

END OF SECTION

SECTION 02

BACKGROUND & OBJECTIVES

1. Background

The Hacienda La Puente Unified School District (“HLPUSD” or “District”) located approximately 25 miles east of Los Angeles is one of the largest suburban school districts in Los Angeles County. The District’s pre-kindergarten through 12th grade enrollment exceeds 15,000 students who reside within the District’s boundaries which include the cities of Industry and La Puente and the unincorporated Los Angeles County areas of Hacienda Heights and Valinda.

The Hacienda La Puente Unified School District has fourteen (14) elementary schools, eight (8) K-8 and middle schools, four (4) comprehensive high schools, one alternative high school, and extensive Head Start/child development and adult education programs.

The Hacienda La Puente Unified School District is governed by a five-member Board of Education. The District employs a school Superintendent who is responsible for the day-to-day operations of the school district. The District employs approximately 3,000 certificated and classified employees, and has a total operating budget of approximately \$350 million dollars.

2. Objective

The Hacienda La Puente Unified School District (“District”) is seeking qualified organizations, agencies, or vendors to provide comprehensive Expanded Learning Opportunities Program (ELO-P) services for four (4) comprehensive high schools and one (1) Alternative Education school serving approximately 4,750 students in grades 9-12.

While ELO-P funding requirements prioritize Transitional Kindergarten through Grade 6, the District intends to expand programming to secondary students after meeting all statutory TK-6 obligations, consistent with Education Code Section 46120(b)(5) and (7).

END OF SECTION

SECTION 03

INSTRUCTIONS TO RESPONDENTS

Respondents shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Proposal.

Hacienda La Puente Unified School District will evaluate the information submitted by Respondents as outlined herein. If any information is found to be false, incomplete, or otherwise unsatisfactory, the District may, at its sole discretion, reject the Respondent's submission.

1. **RFP Documents**

Complete RFP documents, including addenda issued, can be found on the Purchasing webpage of the Hacienda La Puente Unified School District website at:

<https://www.hlspschools.org/district/business-services-division/purchasing-warehouse>

2. **Due Date**

The due date for this RFP July 1, 2026, at 3:00 p.m. (PST). Proposals received after the date and time will be deemed nonresponsive and returned to the Respondent unopened. For the purposes of this RFP the official time shall be that in the District's Purchasing office. Proposals will be publicly opened at the District Office, immediately following this submission time.

3. **Submittal Location**

Proposals can be mailed or hand delivered to the District Office at:

Hacienda La Puente Unified School District
Attn: Joel Duarte, Director of Purchasing & Warehouse
15959 E. Gale Ave.
City of Industry, CA 91745

The District shall not be responsible, nor shall it give consideration, to any delays in mailing or shipping services. The District will not be responsible for submissions misdelivered due them being unreadable or mislabeled.

4. **Format**

Proposals shall be submitted in a sealed envelope/package clearly marked on the outside with the Respondent's name, the RFP number and RFP title. Included in the package should be one (1) original hard copy clearly marked "Original", one (1) hard copy clearly marked "Copy" and one (1) electronic copy on a USB Storage Device. Proposals sent by e-mail or facsimile will not be accepted.

Proposals shall be typed and securely bound or stapled in a manner that ensures all pages remain intact, the proposals should clearly exhibit the Respondent's ability to provide a product and the related services as called out in the Scope of Work and Evaluation Criteria. The complete proposal, including all narrative content, required forms, marketing materials, and any supplemental documentation, shall not exceed 75 pages in total. Proposals that exceed the page limit or are not properly assembled may be deemed non-responsive. The proposal must include copies of this RFP's Sections 07, 08, 09 and 12.

5. **Vendor Interviews**

Following the evaluation and scoring of the written proposals, the District, at its sole discretion, may elect to conduct interviews, request presentations, demonstrations, or other discussions with one or more Respondents. Such interviews may be conducted in person or virtually and are intended to allow the District to obtain clarification regarding the proposal, assess the Respondent's qualifications and experience, evaluate program implementation strategies, and obtain additional information regarding the proposed services.

The District reserves the right to select which Respondents, if any, will be invited to participate in interviews or

presentations. The District is under no obligation to interview all Respondents submitting proposals. Interviews may be used as part of the evaluation process and may be considered in determining the final ranking of proposals and selection of the successful Respondent.

Respondents invited to participate in an interview or presentation shall make available personnel who are knowledgeable about the proposed program and authorized to respond to questions regarding the proposal. The District reserves the right to request supplemental information before, during, or after any interview or presentation.

The District may waive interviews entirely and make an award based solely on the written proposals received. Nothing in this provision shall obligate the District to enter into negotiations or award a contract to any Respondent.

6. **Preproposal Conference**

There will be no preproposal conference.

7. **Respondent Questions & Clarifications**

All questions or requests for clarification regarding any aspect of this RFP must be submitted via email only to Joel Duarte, Director of Purchasing & Warehouse at: jduarte@hlpusd.org and a courtesy copy to Monica Reyna at moreyna@hlpusd.org and Elbia Sarabia at esarabia@hlpusd.org.

Questions must be received no later than June 23, 2026, at 2:00 p.m. (PST). The District is under no obligation to respond to any questions received after this deadline or to any questions submitted in a manner not consistent with these instructions.

To ensure fair and equal dissemination of information, Respondents are strictly prohibited from contacting any other District personnel regarding this solicitation. Failure to adhere to this requirement may result in disqualification from further consideration.

8. **Addenda and RFP Modifications**

Any corrections, modifications, additions, revisions, or other changes to this RFP will be valid only if issued in writing by the District as a formal RFP Addendum. All Addenda will be posted on the District's website at: <https://www.hlpusd.org/district/business-services-division/purchasing-warehouse> and will become part of the official RFP documents.

It is the sole responsibility of each Respondent to check for any Addenda have been issued. Acknowledgment of all issued Addenda will be a mandatory requirement for submitting a complete and responsive proposal.

9. **Withdrawal or Revision of Proposal**

Prior to the due date, a Respondent may withdraw their submission by written request to Joel Duarte at jduarte@hlpusd.org and a courtesy copy to Monica Reyna at moreyna@hlpusd.org.

A Respondent may revise a proposal on the Respondent's own initiative at any time before the deadline for submission of proposals. The Respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Respondent.

10. **Offer Period**

Proposals shall be firm offers subject to acceptance by the District and may not be withdrawn for a period of 90 calendar days following the last day to submit Proposals. The withdrawal period can be extended beyond the 90 calendar days with the approval of the Respondent. Proposals may not be amended once submitted to District, except as permitted by the District.

11. District’s Discretion to Reject Proposals

The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal or in the proposal process.

12. Protest

Any Respondent who submitted a Proposal to the District may file a protest provided that each and all of the following are complied with:

- a. The protest is in writing, the protest can be hand delivered or mailed to the same address as called out in the Submittal Location or emailed to Joel Duarte at: jduarte@hlpusd.org and a courtesy copy to Monica Reyna at moreyna@hlpusd.org.
- b. The protest is received by the close of the District’s business day not more than seven (7) calendar days following the date of the District’s Notice of Intent to Award a contract(s) or Notice that the Respondent has not advanced to a subsequent step in the evaluation process.

The written protest sets forth, in detail, all grounds for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the ground for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.

Any protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District’s Director of Purchasing or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the protest, and shall provide a written decision to the Respondent submitting the protest concurring with or denying the protest. The District’s written decision shall be final and not subject to reconsideration or appeal. No Respondent shall seek judicial relief, in any form, relative to the District’s intent to award the Contract, or the protest thereof, unless the foregoing protest procedure has been strictly and timely complied with by the Respondent. The issuance of a written decision by the District shall be an express condition precedent to the institution of any legal proceeding relative to the Proposals process, the District’s intent to award the Contract, or the District’s determination to reject all Proposals. By submitting a Proposal, the Respondent accepts the District’s RFP and evaluation process as fair, open and competitive and compliant with all applicable regulations.

12. Respondent Assurances

Prior to submitting a response, the Respondent shall ensure that they fully understand the proposed work, have become fully acquainted with the conditions of the contract and proposal documents including any addenda issued and any other documents included or referenced in this solicitation. In the event that additional information is required, including clarification on discrepancies and/or omissions in the RFP document, the Respondent shall notify the District per the Respondent Questions & Clarifications section of this proposal. The submission of a proposal shall be taken as prima facie evidence of compliance with this section. Respondents shall not, at any time after submission of the proposal, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done. Any interpretation of the Contract Documents will be made only by written addenda duly issued per the terms of this RFP. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Documents to any Respondent, and no Respondent should rely on any such oral interpretation. Proposals shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

13. RFP Costs

The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or for negotiations associated with award of contract.

14. Term of Agreement

The resulting Contract is expected to be valid through June 30, 2027 for and may be extended for up to four (4)

additional one-year optional renewal terms. Do to the nature of the services a contract may be written for a shorter period of time.

15. Sample Contract

A sample agreement is included as part of this RFP. Respondents are strongly encouraged to review the sample agreement in its entirety prior to submitting a proposal.

As part of their proposal, Respondents shall identify any provision(s) of the sample agreement to which they object or are unwilling to accept. For each requested exception, the Respondent shall specifically identify the applicable section, describe the nature of the objection, and provide proposed alternative language, if any.

Failure to identify objections or exceptions in the proposal shall be deemed the Respondent's acceptance of the sample agreement as presented. The District reserves the right to consider the number, nature, and materiality of any requested exceptions as part of its evaluation of the proposal.

The District is under no obligation to accept any requested revisions to the sample agreement and reserves the right to reject any proposal containing exceptions that the District determines are unacceptable or not in its best interests. The District may, but is not required to, negotiate contract terms with one or more Respondents following proposal evaluation.

The District's willingness to consider proposed exceptions shall not be construed as an agreement to modify any provision of the sample agreement.

16. Rate Escalation

In the event that this contract is extended beyond the initial term, the costs specified herein may be subject to an annual escalation. Any such rate increase shall not exceed [3.5%] greater than the prior year.

The Respondent must submit a written request for any proposed rate adjustment at least sixty (60) days prior to the start of the extension term. The District reserves the right to approve, negotiate, or reject any proposed increase. No rate adjustment shall take effect without the prior written approval of the District.

17. Award of Contract

The District intends to award a contract, or multiple contracts, as a result of this RFP. Award decisions will be based on the District's determination of which proposal(s) best meet the District's needs, objectives, and program requirements, considering the evaluation criteria set forth in this RFP.

The District reserves the right to award services to one Respondent, multiple Respondents, or no Respondents at all, as determined to be in the best interests of the District. The District may elect to award contracts by service area, school site, geographic region, grade span, program component, or any combination thereof.

Award recommendations will be based on the District's evaluation of each Respondent's qualifications, experience, program quality, demonstrated ability to provide the requested services, responsiveness to the requirements of this RFP, references, financial considerations, and overall value to the District.

The District reserves the right to negotiate the scope of services, pricing, terms, and conditions with one or more Respondents prior to making a final award. Submission of a proposal does not guarantee the award of a contract, nor does it obligate the District to award any contract as a result of this RFP.

The District's decision regarding contract award(s) shall be final.

END OF SECTION

SECTION 04

EVALUATION CRITERIA

EVALUATION CRITERIA: The proposals received will be evaluated according to the following criteria:

Category	Point
Program Design, Quality & Alignment to ELO-P Requirements	20 points
High School Program Design, Student Engagement & Innovation	15 points
Experience Providing High School Expanded Learning Programs	15 points
Staffing Plan, Recruitment, Retention & Professional Development	10 points
Continuous Quality Improvement (CQI), Data Collection & Reporting	10 points
Experience Serving English Learners, Foster Youth, Homeless Youth, Students with Disabilities & Unduplicated Pupils	10 points
Organizational Capacity, Fiscal Management & Compliance History	10 points
Cost/Best Value	10 points
TOTAL	100 points

Proposals may be evaluated using the following criteria:

- Demonstrated ELO-P compliance experience
- High school expanded learning experience
- Program design and implementation quality
- Staffing qualifications and retention plan
- Continuous Quality Improvement systems
- Student engagement and enrichment offerings
- Experience serving English Learners and Students with Disabilities
- Fiscal management capacity and audit readiness
- Transportation and accessibility planning
- Data collection and reporting systems
- References and past performance
- Cost effectiveness and budget alignment
- Ability to collaborate effectively with District staff

The District will evaluate the submissions based on the criteria above. After the initial evaluation, the District may, at the sole discretion, elect to conduct interviews with select respondents after which the District may adjust the evaluation scoring.

The District, as part of its comprehensive evaluation process, reserves the right to seek clarification from the Respondents, request additional supporting documentation, conduct post-submission interviews, and obtain information from external sources.

The District reserves the right to automatically disqualify any Respondent from further consideration if, during the evaluation process, it is determined that the Respondent, or any of its principals, has engaged in egregious conduct in the course of its past or current business operations. Such conduct may include, but is not limited to:

- Fraud, misrepresentation, or material non-disclosure in prior public or private contracts;
- Acts of gross negligence or willful misconduct;
- Documented violations of state or federal laws or regulations related to labor practices, workplace safety, or licensing requirements;
- Termination for cause or default on prior contracts, particularly those involving public agencies or educational institutions.

This determination may be based on information obtained through reference checks, public records, litigation history, regulatory agency reports, or any other credible sources available to the District during the evaluation period.

The District, in its sole discretion, will determine what constitutes egregious conduct and whether such conduct warrants disqualification. The District's decision in this regard shall be final and is not subject to appeal.

END OF SECTION

SECTION 05

SAMPLE CONTRACT

AGREEMENT FOR SERVICES

1. CONTRACT

This Agreement is made by and between _____ located at _____, (hereinafter referred to as "CONTRACTOR") and HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT" or "HLPUSD") located at 15959 E. Gale Avenue, City of Industry CA 91716.

2. TERM OF CONTRACT

This Agreement shall be effective upon signature of both parties and ends on June 30, 20__ ("Term") unless extended by amendment as stipulated herein.

3. DUTIES OF THE CONTRACTOR & ORDER OF PRECEDENCE

The CONTRACTOR shall provide services in collaboration with the DISTRICT in accordance with RFP 2025-26.RFP04. The Services provided and parameters of this Contract shall be in accordance with the following documents listed in their order of precedence, all of which are incorporated as part of this agreement:

1. Amendments to this Agreement
2. This Agreement, including Exhibits
3. Addenda to RFP 2025-26.RFP04
5. RFP 2025-26.RFP04 Document
6. Vendor RFP submission

4. STATE APPROVAL

CONTRACTOR represents and warrants that it is in compliance to do business in the state of California. The Contract shall be null and void if such approval is revoked, rescinded, or otherwise nullified during the Term of this Contract.

5. COMPLIANCE WITH LAWS, STATUTES, AND REGULATIONS

During the Term of this Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state and local statutes, laws and ordinances, and rules, policies, and regulations. CONTRACTOR shall comply with all DISTRICT existing published, policies unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby agrees that it accepts all risks and responsibilities for its failure to comply with DISTRICT policies and shall indemnify the DISTRICT under the provisions of this Contract for all liability, loss, damage and expense (including reasonable attorney's fees) resulting from or arising out of CONTRACTOR'S failure to comply with DISTRICT policies.

6. INTEGRATION & AMENDMENTS

The Contract and all documents as listed above shall constitute the entire agreement between the DISTRICT and CONTRACTOR. This Agreement and any subsequent Amendments govern all services awarded as a result of RFP 2025-26.RFP04, this Agreement does not supersede any prior or contemporaneous written or oral agreements issued as a result of any prior District RFPs. This Contract may be modified or amended only by a written amendment executed by CONTRACTOR and DISTRICT. Notwithstanding the foregoing sentence this Contract may also be modified or amended by DISTRICT and without CONTRACTOR'S consent to conform to administrative and statutory guidelines.

7. CONTRACT AMOUNT AND COMPENSATION

7.1 District shall pay as full compensation for said services _____.

7.2 CONTRACTOR will bill the district monthly based on actual services on billable days to participating students not exceed the amount identified in the Agreement.

7.3 Payment shall be contingent upon acceptance of the services and approval of invoice(s) by the HLPUSD

Administrative Coordinator or his /her designee. District will process payment within 45 days of receipt of invoice(s), which meet the requirements of this section, so long as DISTRICT has on file a fully executed Contract for the invoiced services. Invoices must (a) reference this Contract number and/or the related purchase order number(s), (b) be signed by the CONTRACTOR, and (c) shall itemize services, date(s), and payment rate(s) consistent with the terms of the Agreement. Any invoice(s) failing to meet the requirements set forth in this section will not be considered for payment within 45 days and may be rejected and/or returned to the CONTRACTOR.

8. REPORTING REQUIREMENTS

At the District's request, the CONTRACTOR shall submit to DISTRICT all financial documents including a written itemized budget by site of estimated expenses for each program, program budget for the term of this agreement, year-end accounting reconciliation, State and Federal evaluation templates; and attendance track records. All such reports shall be submitted on a timely basis as requested by the District. The District reserves the right to place additional reporting requirements on the CONTRACTOR as appropriate.

9. DEFINITIONS

The following definitions shall apply for purposes of this Contract:

- A. The term "authorized DISTRICT representative" means a District administrator assigned to the Program.
- B. The term "credential" means a valid credential, life diploma, permit, or document in education, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credential, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(J)
- C. The term "qualified" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing after school services, or in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university.
- D. The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to them using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- E. The term "parent" means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights in a legally valid manner by the natural or adoptive parent or a court of competent jurisdiction.
- F. The term "days" means calendar day unless otherwise specified
- G. The phrase "billable day" means a service day meeting requirements for payment under this Contract.

10. NOTICES

All notices provided for by this contract shall be in writing.

Notices mailed to DISTRICT shall be

Addressed to:

Business Office
Hacienda La Puente Unified School District
15959 E. Gale Avenue.
City of Industry, CA 91746

Notices mailed to CONTRACTOR shall be
Addressed to:
Name
Address
City State Zip

Notices shall be mailed or delivered by hand and shall be effective as of the dated of receipt by addressee.

11. MAINTENAENCE OF RECORDS/CONFIDENTIALITY

11.1 Contractor will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning DISTRICT students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or DISTRICT employee date provided or made available to CONTRACTOR in connection with this Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act), and will observe all DISTRICT security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in DISTRICT policy.

11.2 All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. In addition, CONTRACTOR shall maintain all records for at least seven (7) years after the termination of this Contract. For purposes of this Contract, "records" shall include, but not be limited to: pupil records as defined by California Education Code section 49061 (b); registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; clearance certifications referenced in Section 31; liability and worker's compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form941/DE3DP).

11.3 This Contract, all communications and information obtained by CONTRACTOR from DISTRICT relating to this Contract, and all information developed by CONTRACTOR under this Contract including without limitation all pupil records and the identity of DISTRICT students being served by CONTRACTOR are confidential. Except as provided in Subsections 11.5 and 11.8, without prior written consent of an authorized representative of DISTRICT, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform DISTRICT, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from DISTRICT for any purpose other than the performance of this Contract, without DISTRICT'S prior written consent.

11.4 At the conclusion of the performance of this Contract, CONTRACTOR shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT. Upon DISTRICT'S specific approval, CONTRACTOR may retain copies of such materials, subject to the requirements of Subsection 11.3

11.5 CONTRACTOR may disclose to any subcontractor, or DISTRICT approved third parties, any information otherwise subject to Subsection 11.3 that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to adhere to the requirements of subsection 11.3 and shall provide a copy of such written agreement to DISTRICT.

11.6 CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement or marketing or selling effort any information which is related to this Contract without prior written approval of DISTRICT.

11.7 CONTRACTOR'S obligation to confidence with respect to information submitted or disclosed to CONTRACTOR by DISTRICT here under shall survive cancellation, termination, or expiration of this Contract.

11.8 CONTRACTOR shall maintain DISTRICT pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees and agents who have access to confidential records (as described in Subsection 11.1, 11.2 and 11.3). CONTRACTOR shall maintain an access log for each DISTRICT student's pupil record, which lists all persons, agencies, or organizations requesting, or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the DISTRICT student's pupil record. Such log may not record access to the DISTRICT'S student's pupil records by: (a) the DISTRICT student's parent; (b) an individual to whom written consent has been executed by the DISTRICT student's parent; or (c) employees of DISTRICT

12. SEVERABILITY CLAUSE/SURVIVAL

12.1 If any section, provision or portion of this Contract is held to be invalid, illegal, or void by a court of proper jurisdiction, the remainder of this Contract shall nevertheless subsist and continue in full force and effect.

12.2 Sections 9, 10, 11, 12, 13, 16, 22, 39 and 41 shall survive the expiration of the Term or an earlier cancellation or termination of this Contract.

13. SUCCESSORS IN INTEREST

This Contract binds CONTRACTOR'S successors and assignees.

14. VENUE AND GOVERNING LAW

All questions concerning the validity, interpretation and performance of this Contract shall be governed by and decided in accordance with the Laws of the State of California without regard to choice of law principles. The parties hereby submit and consent to venue and the exclusive jurisdiction of any state or federal courts located within the County of Los Angeles, California and irrevocably agree that all actions or proceedings relating to this Contract are litigated in such courts.

15. INDEPENDENT CONTRACTOR

CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master, and servant, or employer and employee between the parties or any affiliates of the parties, or between DISTRICT and any individual assigned by CONTRACTOR to perform any services for DISTRICT. If DISTRICT is held to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR or any person performing services on CONTRACTOR'S behalf, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by DISTRICT as may result from that holding.

16. SUBCONTRACTING

CONTRACTOR shall provide written notification to DISTRICT before subcontracting for services pursuant to this Contract. CONTRACTOR shall incorporate all of the provisions of this Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of services for DISTRICT students, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. The insurance coverage shall be at least as broad as the insurance set forth in section 22. Each subcontractor shall maintain limits of insurance no less than limits set forth in section 22 including the same requirements as stated in that section 22.

17. PROHIBITED ACTS AND INTERESTS

17.1 CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be subcontracted in connection with this Contract, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

17.2 CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Contract any and all circumstances existing at such time that pose a potential conflict of interest.

17.3 CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of DISTRICT any cash or noncash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation this Contract. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and CONTRACTOR.

17.4 Should a conflict of interest arise; CONTRACTOR agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information reasonably necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.

17.5 Neither CONTRACTOR nor its employees, nor its subcontractors or their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government code section 84308.

17.6 No DISTRICT official or employee, or spouse or economic dependent of such official or employee shall have any direct financial interest in any transaction resulting from this Contract.

17.7 Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Contract, in addition to whatever other remedies DISTRICT may have.

18. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or in the performance of services under this Contract.

19. REPORTS/MEETINGS/EVALUATIONS

CONTRACTOR shall complete all reports required by DISTRICT, the State of California, or the federal government within 15 business days of CONTRACTOR'S receipt of notification that a report must be submitted, except in those cases where a specific provision of this Contract sets forth a different submittal deadline. A CONTRACTOR representative or representatives shall attend all central, site coordinator/supervisor and staff meetings and trainings as mandated by the DISTRICT.

In the event CONTRACTOR fails to meet attendance goals established under this Contract, CONTRACTOR shall meet with the DISTRICT to develop a program improvement plan.

CONTRACTOR shall participate in any DISTRICT, State and federal inspections and evaluations CONTRACTOR'S failure to meet the requirements of this Section 19 shall subject CONTRACTOR to the payment withholding provisions of Section 40, below.

20. TERMINATION FOR CONVENIENCE

20.1 DISTRICT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, for DISTRICT'S convenience. Upon receipt of such notice, CONTRACTOR shall:

A. Immediately discontinue all services affected (unless the notices direct otherwise); and

B. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by CONTRACTOR of such notice.

20.2 If the termination is for the convenience of DISTRICT, CONTRACTOR shall submit a final invoice within 60 days

of termination and DISTRICT shall pay CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provision of this Contract.

20.3 CONTRACTOR shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

21. TERMINATION FOR DEFAULT

21.1 DISTRICT may by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations, CONTRACTOR has 15 days to correct a deviation following DISTRICT'S written Notice to Cure. Upon receipt of such termination notice, CONTRACTOR shall:

- A. Immediately discontinue all services affected (unless the notice directs otherwise) and
- B. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by CONTRACTOR in the performance of this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by CONTRACTOR of such notice.

21.2 If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, DISTRICT may take over the services, and complete the services by contract or otherwise. In such case, CONTRACTOR shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The reasonable expense of completing the services, or any other costs or damages otherwise resulting from the failure of CONTRACTOR to fulfill its obligations will be charged to CONTRACTOR and will be deducted by DISTRICT out of such payments as may be due or may at any time thereafter become due to CONTRACTOR.

21.3 If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the DISTRICT. In such event, adjustment shall be made as provided in the prior section, Termination of Convenience.

21.4 Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

22. INSURANCE

CONTRACTOR shall at his, her or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer with an A minus (A-), VII or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

A. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:

- \$1,000,000 per occurrence
- \$100,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal and adv. Injury
- \$2,000,000 general aggregate (or if CONTRACTOR provides services solely over the Internet or some other means that does not require face to face contact between CONTRACTOR'S employees, agents, or subcontractors and DISTRICT students, CONTRACTOR shall have at least \$1,000,000 per occurrence and general aggregate for all damages arising from each accident or occurrence)
- \$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence. If CONTRACTOR provides transportation services to students, CONTRACTOR shall ensure that CONTRACTOR keeps in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage

C. Worker's Compensation and Employer's Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Worker's Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employer's Liability

D. CONTRACTOR must provide Coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$3,000,000 per wrongful act and \$5,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims made or claims made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. District must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that the Club's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. CONTRACTOR, no later than the date that this Contract is signed and periodically thereafter upon request, shall furnish the DISTRICT with certificates of insurance evidencing such coverage. Satisfactory evidence of insurance shall include standard insurance company Certificate of Liability Insurance form ACORD 25-S or the March Inc. insurance certificate form. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverage's referred to in clauses A and B above shall name the Hacienda La Puente Unified School District and the HLPUSD Board of Education as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge. Failure to maintain the above mentioned insurance coverage shall be cause for termination for this Contract.

If CONTRACTOR is self-insured, CONTRACTOR shall submit to DISTRICT a description of the self-insurance plan and excess insurance coverage's, evidence that the plan is adequately funded to provide:

At least \$1,000,000 per occurrence and \$3,000,000 general aggregate (or if CONTRACTOR provides services solely over the Internet or some other means that does not require face to face contact between CONTRACTOR'S employees, agents, or subcontractors and DISTRICT students, CONTRACTOR shall have at least \$1,000,000 per occurrence and general aggregate for all damages arising from each accident or occurrence) general liability and,

1. \$1,000,000 per occurrence and \$1,000,000 general aggregate professional liability coverage for all damages arising from each accident or occurrence.

2. A statement by Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to the DISTRICT at least thirty (30) days before such discontinuance or material change.

3. Any deductibles or self-insured retentions shall be declared in writing to the DISTRICT. DISTRICT approval is required for any amounts over \$25,000.

4. Upon Approval in writing by the DISTRICT, this self-insurance will satisfy the liability insurance requirement of this Section 16 of this Contract.

If DISTRICT determines that change in insurance coverage obligations under this section is necessary, DISTRICT may reopen negotiations to modify the insurance obligations.

In the event that CONTRACTOR enters into subcontracts for the provision of transportation services, the insurance requirements with respect to such subcontractor are set forth in section 16 of the Contract.

23. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall defend, hold harmless and indemnify, the District, its officers, employees, administrators, agents, attorneys, volunteers, subcontractors and the District's Board of Education ("DISTRICT indemnities") against all liability, loss, damage and expense (including reasonable attorney's fees), resulting from or arising out of this Contract or its performance to the extent that such loss, damage or liability was proximately caused by an act or omission of CONTRACTOR, its officers, agents or employees, subcontractors or anyone employed directly or indirectly by it (excluding DISTRICT and DISTRICT indemnities) and from every claim or demand which may be made by reason of:

- A. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
- B. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.
- C. Any liability that may arise from the CONTRACTOR or any of its employees, agents, or subcontractors furnishing or use of any copyrighted composition or patented invention, under this Contract.
- D. CONTRACTOR has a duty to inspect the locations used in the execution of their services under this contract and notify the District in writing of any unsafe or dangerous site condition, the CONTRACTOR's failure to make said inspection and notification shall be deemed an omission under this indemnity clause.

EDUCATIONAL PROGRAM.

24. APPROPRIATE SCHOOL SERVICES

Unless otherwise agreed to in writing between CONTRACTOR and DISTRICT, CONTRACTOR shall be responsible for the provision of all appropriate personnel, supplies or equipment to provide all school services described in herein.

25. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of DISTRICT students with appropriate information (including complaint forms) for the following:

- A. Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.
- B. Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 960 (a);
- C. Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c);
- D. Title IX Student Grievance Procedure Title IX 106.8 (a) (d) and 106.9 (a), and any other policies required by law. CONTRACTOR shall provide documentation of these procedures to the DISTRICT prior to the effective date of this Contract.

26. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to DISTRICT students and all facilities including, but not limited to, the instructional setting, recreational activity areas and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parent visits and access to DISTRICT students.

27. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

CONTRACTOR shall comply with Penal Code Section 627.1 et. Seq., and DISTRICT procedures regarding visitors to school campuses specified by DISTRICT and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies necessary to implement the provision of services on DISTRICT public school campuses.

28. MONITORING

28.1 CONTRACTOR shall allow access by DISTRICT to its facilities for periodic monitoring. DISTRICT shall have access to observe each DISTRICT student at work, observe the instructional setting, interview CONTRACTOR, and review each DISTRICT student's records and progress. Such access shall include unannounced monitoring visits.

28.2 CONTRACTOR shall participate in an annual review process as deemed appropriate by DISTRICT. This review will address, among other things, programmatic aspects of the CONTRACTOR, compliance with relevant state and federal regulations, assessments of DISTRICT students, DISTRICT students' achievement growth, and Contract compliance.

28.3 CONTRACTOR shall participate in any reviews, including without limitation, self-reviews as required by law.

28.4 CONTRACTOR understands that DISTRICT reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

PERSONNEL

29. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to:

29.1 Obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, prior to service with any DISTRICT student. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, shall not come in contact with DISTRICT students until CDOJ and FBI clearance is ascertained. CONTRACTOR shall certify in writing to DISTRICT that none of its employees and volunteers, unless CONTRACTOR determines that the volunteers will have limited contact with DISTRICT students, who may come into contact with DISTRICT students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237 (h), unless despite the employee's conviction of a violent or serious felony, her or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the DISTRICT. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2

29.2 Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.

30. STAFF QUALIFICATIONS

30.1 CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services are qualified in the area in which the individuals are providing services and/or individualized instruction.

30.2 CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to

provide the specific service, or possess a credential authorizing the service or is otherwise qualified and trained to provide the service.

30.3 CONTRACTOR personnel assigned as site supervisors shall, at a minimum, meet the DISTRICT'S requirements for employment as a para-educator. Selection of the school site supervisor shall be subject to the approval of the school site principal.

31. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

31.1 Before the start of service, CONTRACTOR shall submit to DISTRICT a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide after school services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Contract. CONTRACTOR shall ensure that all credentials are on file at the Office of the County Superintendent of Schools. CONTRACTOR shall, in a manner specified by the DISTRICT, notify DISTRICT in writing within five (5) school days when personnel changes occur which may affect the provision of after school services to DISTRICT services.

31.2 CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide services under this Contract. CONTRACTOR shall provide to DISTRICT updated information regarding the status of licenses, credentials, permits and/or documents quarterly during the term.

HEALTH AND SAFETY MANDATES

32. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

33. INCIDENT /ACCIDENT REPORTING

CONTRACTOR shall submit written report within 24 hours by Email, of any accident or incident to student, staff or facility.

34. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with and agree to adhere to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the DISTRICT. CONTRACTOR must develop and/or maintain a written child abuse reporting procedure in compliance with DISTRICT's procedure.

35. REPORTING OF MISSING CHILDREN

CONTRACTOR assures DISTRICT that all staff members, including volunteers, is familiar with and agrees to adhere to requirement for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the DISTRICT. CONTRACTOR must develop and/or maintain a written missing children reporting procedure.

FINANCIAL

36. ENROLLMENT, CONTRACTING, AND ATTENDANCE REPORTING

36.1 CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting and billing as specified by the DISTRICT.

36.2 CONTRACTOR shall maintain daily registers for each site served by CONTRACTOR that identify each DISTRICT student served by CONTRACTOR. Original daily registers shall be completed and signed by the relevant CONTRACTOR'S site supervisor and shall be available for review, inspection or audit by DISTRICT during the Term

and for a period of seven (7) years thereafter.

36.3 CONTRACTOR shall comply with the attendance reporting requirement of California Education Code sections 8483(1) (1)-(3). CONTRACTOR shall submit a monthly attendance report to the DISTRICT within five (5) business days following the end of the previous month. Attendance reports are due even for zero attendance reporting.

36.4 CONTRACTOR shall submit Quarterly Expenditure Reports documenting expenditures related to services provided under the Contract. Expenditures must comply with the requirements of the _____ program and District policy. Expenditure Reports must be submitted monthly.

37. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior consent of the District, which may be granted or withheld in the District's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor otherwise encumber any right to receive payment hereunder. Assignment of this Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Contract.

38. RIGHT TO WITHHOLD PAYMENT

38.1 District may withhold payment to CONTRACTOR when (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Contract; (b) CONTRACTOR was overpaid by DISTRICT as determined by inspection, review and /or audit of its program, work and/or records; (c) after school services are provided to DISTRICT students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from another agency or funding source for a service provided to a DISTRICT student; or (e) CONTRACTOR fails to provide documentation and/or reports required by the DISTRICT.

38.2 If the basis for the withholding is subsection(s) (a) and/or (b) above, DISTRICT may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment. If the basis for the withholding is subsection (c) above, DISTRICT may only withhold payment for services by the individual. If the basis for the withholding is subsection (d) above, DISTRICT may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the DISTRICT student.

39. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify DISTRICT when any other agency is billed for the costs associated with the provision of after school services to DISTRICT students. Upon request, CONTRACTOR shall provide to DISTRICT any and all documentation regarding reports, billing and/or payment by any agency for the costs associated with the provision of after school services to DISTRICT students.

40. INSPECTION AND AUDIT

40.1 CONTRACTOR shall maintain and DISTRICT shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Contract.

40.2 CONTRACTOR shall provide access to all records including, but not limited to: student records as defined by California Education Code section 4906(b); CONTRACTOR shall make available to DISTRICT all budgetary information including operating budgets submitted by CONTRACTOR to DISTRICT for the relevant contract period being audited.

40.3 CONTRACTOR shall make said evidence and documents available at the office of DISTRICT or CONTRACTOR'S offices (to be Specified by DISTRICT) at all reasonable times and without charge. Said evidence/documents shall be provided to DISTRICT within five (5) working days of a written request from DISTRICT. CONTRACTOR shall, at no cost to DISTRICT provide assistance for such examination or audit. DISTRICT'S rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. IF any document or evidence is stored in an electronic form, it shall be provided in a format that is accessible and readable by current

software by DISTRICT.

40.4 CONTRACTOR shall obtain from its subcontractors and suppliers written Contracts to the requirements of this section and shall provide a copy of such Contracts to DISTRICT upon request by DISTRICT. If an inspection, review or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes DISTRICT monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Contract, DISTRICT shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and DISTRICT otherwise agree in writing CONTRACTOR shall pay to DISTRICT the full amount owed as result of CONTRACTOR'S over billing and /or failure to perform, in whole or in part, any of its obligations under this Contract, as determined by an inspection, review, or audit by DISTRICT, a state agency, a federal agency, and/or an independent agency/firm, CONTRACTOR shall make such payment to DISTRICT within thirty (30) days of receipt of DISTRICT'S written notice demanding payment.

41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD.

By signing this agreement, the CONTRACTOR certifies that the CONTRACTOR and any of its principals and/or subcontractors:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

B. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local government contract or subcontract, violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records. Making false statements, tax evasion, or receiving stolen property;

C. Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

42. BUDGET REDUCTIONS

In the event that, in the current or any subsequent fiscal year, the Board of Education fails to appropriate sufficient funds to fund the Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either:

A. Terminate the Contract, without further liability to District, or

B. Propose an amendment to the Contract for an amended definition of the Work and at a lower price. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education rescinds the suspension. In any event, the CONTRACTOR shall be paid in accordance with the Contract for Work performed through the date of termination, amendment, or suspension of payments. In no event shall District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

43. VENDORS MATERIAL AND SUPPLIES

Upon the termination or expiration of the contract the vendor shall have 30 calendar days to collect and remove any materials, supplies or equipment from the District's property, if these materials are not removed by the conclusion of that period the District shall have the right to take possession, dispose or donate those materials in any manner that they see fit. The CONTRACTOR shall bear the cost of any disposal or removal of those items, District may withhold final payment if it so wishes.

44. FURTHER ASSURANCES

Each party shall provide such further documents and instruments and take such other actions as may be reasonably necessary or desirable to give effect to this Contract and to carry out its provisions.

45. RIGHTS IN PROPERTY

Unless otherwise agreed to in writing by the DISTRICT and CONTRACTOR, all deliverables, documents, products, data and/or other property (collectively "Property") developed by CONTRACTOR (and its subcontractors) in connection with the performance of this Contract shall be the property of the DISTRICT, without restriction or limitation to their use, and shall be made available upon request to the DISTRICT at any time at no additional cost. Any such Property not previously delivered shall be delivered to the DISTRICT, at no additional cost, upon completion of CONTRACTOR'S performance under this Contract, whether by contract termination or expiration. Title to the Property shall pass to and vest in the DISTRICT upon CONTRACTOR'S delivery of such property. CONTRACTOR shall be permitted to retain copies of the Property; however, any publication thereof shall be subject to the advance written approval to the DISTRICT. CONTRACTOR shall agree to grant to the DISTRICT, at no additional cost, a royalty-free license to publish, translate, reproduce, deliver, and use as it deems fit any Property delivered pursuant to this Calendar. CONTRACTOR shall execute, acknowledge and deliver promptly to the DISTRICT proper bills of sale or other written instruments of title in a form as may be required by the DISTRICT, at no additional cost. Said instruments shall convey to the DISTRICT title to the Property free and clear of debts, claims, liens, mortgages, taxes and/or encumbrances.

IN WITNESS HEREOF, THE PARTIES CAUSED THIS CONTRACT TO BE DULY EXECUTED

Vendor

Hacienda La Puente Unified School District

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

END OF SECTION

SECTION 06

REQUIREMENTS & SCOPE OF WORK

This Scope of Work incorporates California Department of Education (CDE) Expanded Learning Opportunities Program (ELO-P) requirements, including California Education Code Section 46120, applicable amendments, and Continuous Quality Improvement (CQI) expectations.

The Hacienda La Puente Unified School District (“District”) is seeking qualified organizations, agencies, or vendors to provide comprehensive Expanded Learning Opportunities Program (ELO-P) services for four (4) comprehensive high schools and one (1) Alternative Education school serving approximately 4,750 students in grades 9-12.

While ELO-P funding requirements prioritize Transitional Kindergarten through Grade 6, the District intends to expand programming to secondary students after meeting all statutory TK-6 obligations, consistent with Education Code Section 46120(b)(5) and (7).

Minimum Respondent Requirements

- Provide before-school programming beginning at 6:30 a.m. and concluding prior to the instructional day.
- Provide after-school programming beginning immediately after school and concluding at 6:00 p.m.
- Operate programming every instructional day (minimum 180 days) plus 30 non-school days, including summer and intersession periods.
- Maintain a minimum student-to-staff ratio of 20:1 for grades 9-12.
Ensure all staff used in ratio meet the District’s minimum qualifications for instructional aides.
- Ensure all program staff complete fingerprinting, TB clearance, background checks, and mandated reporter training.
- Coordinate spring pre-registration and ongoing student enrollment activities.
Maintain accurate student registration, attendance, and sign-in/sign-out documentation.
- Provide active supervision, classroom management, and developmentally appropriate programming.
- Provide all supplies, materials, equipment, and activity coordination.
- Attend District trainings and meetings.
- Designate a site/program coordinator with decision-making authority.

Program Design Requirements

Programs shall include, but not be limited to:

- Academic Tutoring
- Credit Recovery
- Film Production
- Speech and Debate
- College and Career Readiness
- Leadership Development
- Robotics, Coding, and Computer Science
- Social Emotional Learning and Wellness
- Visual and Performing Arts
- Sports and Physical Activity
- Nutritious snacks and/or meals

Programs must complement, but not replicate, the instructional day and shall provide engaging, hands-on, student-centered learning opportunities.

California Department of Education (CDE) ELO-P Requirements

The proposer shall comply with all California Department of Education Expanded Learning Opportunities Program requirements.

The proposer acknowledges:

- ELO-P programs must be offered in-person before school, after school, summer, and intersession.
- Programs may not operate during the instructional school day.
- ELO-P opportunities shall complement, not duplicate, instructional day activities.
- Transportation shall be provided if students must travel to another site for programming.
- Student attendance and expenditures must be tracked for compliance and CQI purposes.
- Programs must remain accessible to students with disabilities and appropriate accommodations must be provided.
- LEAs are subject to annual audits and fiscal penalties for noncompliance.
- Programs must operate for a minimum of 9 hours combined instructional day plus expanded learning time during required days.
- Program plans should align with the District’s Board-approved ELO-P Plan.
- Program providers must support the District in maintaining records for audits, monitoring, and compliance reviews.

The proposer further acknowledges that ELO-P funds may only be used for allowable, necessary, and reasonable expanded learning expenditures consistent with Education Code requirements and the District’s approved ELO-P Plan.

Quality Standards for Expanded Learning Programs

1. Safe and Supportive Environment
2. Active and Engaged Learning
3. Skill Building
4. Youth Voice and Leadership
5. Healthy Choices and Behaviors
6. Diversity, Access, and Equity
7. Quality Staff
8. Clear Vision, Mission, and Purpose
9. Collaborative Partnerships
10. Continuous Quality Improvement
11. Program Management
12. Sustainability

Continuous Quality Improvement (CQI)

The proposer shall implement a formal Continuous Quality Improvement (CQI) process aligned with California Department of Education guidance.

CQI requirements shall include:

- Program assessment and reflection
- Data collection and analysis
- Student, family, and staff surveys
- Attendance monitoring
- Goal setting and action planning
- Ongoing progress monitoring
- Staff coaching and professional development
- Stakeholder engagement activities
- Site-level quality improvement plans
- Participation in District monitoring visits and compliance reviews
- Documentation demonstrating continuous improvement efforts

The proposer shall utilize data-driven decision-making practices to improve student engagement, participation, program quality, and overall student outcomes.

Staffing and Training Requirements

- All staff must demonstrate proficiency in reading, writing, and mathematics consistent with instructional aide qualifications.
- Staff shall receive training in:
 - Youth development
 - Classroom management
 - Trauma-informed practices
 - Working with English Learners
 - Working with Students with Disabilities
 - Social Emotional Learning
 - Developmentally appropriate practices for high school students
- Staff must maintain professional communication with students, families, and District personnel.

Attendance, Fiscal Reporting, and Compliance

The proposer shall:

- Maintain accurate attendance records in compliance with Education Code Section 60902.
- Maintain accurate fiscal and expenditure records.
- Submit monthly invoices and attendance reports.
- Provide annual budgets and expenditure narratives.
- Cooperate with audits, monitoring visits, and data verification requests.
- Maintain records related to meals/snacks, staffing, transportation, attendance, and expenditures.
- Ensure expenditures align with the District’s ELO-P Plan and allowable use requirements.

Transportation and Accessibility

Transportation shall be provided when students must travel to another site for expanded learning services.

The proposer shall support equitable access to programming and ensure transportation is not a barrier to participation.

Programs shall remain accessible to:

- Students with disabilities
- English Learners
- Foster Youth
- Homeless Youth
- Underserved student populations

Transportation of all District students must adhere to:

- All rules and regulations pertaining to School Bus/ SPAB Bus operation as detailed in the California Highway Patrol Passenger Transportation Safety Handbook, HPH 82.7
- CA Vehicle Code Sections 545 and 546, Definitions of School Bus and SPAB Bus
- CA Vehicle Code Section 12571, Qualifications of a School Bus Driver/ SPAB Bus Driver
- California Code of Regulations Section (13 CCR 1215) Vehicle Condition
- California Education Code 40080, 40081, 40082, Training Requirements
- Senate Bill 88: Pupil Transportation (other than a school bus): Driver Qualifications (rev 10/7/2023)

Upon request, District personnel shall be granted immediate access to inspect any buses or vehicles used in the performance of this agreement and to review or obtain copies of driver training records and California Highway Patrol (CHP) Terminal Inspection Program (TIP) records.

Meals and Nutrition Requirements

The proposer shall adhere to:

- Meals are provided by the District Nutrition Services Department.
- Distribute suppers provided by the District's Nutrition Services Department to enrolled students at no charge.

- Maintain accurate daily meal distribution in formats specified by Nutrition Services.
- Coordinate with the assigned site Cafeteria Manager to communicate program needs, projected participation counts, and scheduling requirements in advance.
- Report any meal service discrepancies, spoilage, or distribution issues to the site Cafeteria Manager promptly.

The District's Nutrition Services Department retains sole authority over menu planning, meal procurement, federal program compliance, and reimbursement claiming. The Contractor shall not procure, substitute, or independently provide meals or snacks in place of those supplied by Nutrition Services without prior written approval from the Nutrition Director.

END OF SECTION

SECTION 07

FIRM INFORMATION & CERTIFICATION

Contractor's company name:			
Address:			
Telephone:			
Contact person's name:			
Mobile telephone:			
E-mail:			
Years in business under current company name:			
Gross revenue of the Firm for the past three (3) years:			

\$	Year _____	\$	Year _____
----	------------	----	------------

Indicate the form of Contractor's firm (type of business entity):

<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Corporation, State: _____	
<input type="checkbox"/> Other: _____	

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

RFP ADDENDA ACKNOWLEDGEMENT. Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

_____ Or check here if **No** addenda were issued.

Continues on next page

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that I am duly authorized to bind the company named herein, and further certify that all of the contents contained in this RFP submission are true and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF SECTION

SECTION 08

PROVIDER / FIRM REFERENCES

List **five (5) to eight (8)** clients for which your Firm has worked during the past **five (5) years** for similar services. The District will use the information provided by the references to assess your firm's ability to provide the services outlined in the scope of work and the information you provide as part of Section 10.

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Annual Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Annual Contract Value:

Continues on next page

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
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Company Name:
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Scope/Description of Work:
Contract Dates:
Annual Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Annual Contract Value:

Company Name:
Company Address:
Company Contact Person, Telephone and E-mail:
Scope/Description of Work:
Contract Dates:
Annual Contract Value:

END OF SECTION

SECTION 09

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ [PRINT YOUR TITLE]

of _____ [PRINT FIRM NAME],

the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham bid. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham bid, or to refrain from bidding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Respondent. All statements contained in the bid are true. The Respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Respondent: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF SECTION

SECTION 10

Section Intentionally Left Blank

END OF SECTION

SECTION 11

BUDGET AND COST PROPOSAL

To be completed by respondent include a detailed and itemized breakdown of all programs and costs for which you are proposing.

END OF SECTION

SECTION 12

CERTIFICATIONS TO BE COMPLETED BY PROVIDOR

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Provider,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Provider and that by executing this Agreement undersigned is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700, every Provider will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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 contract.

Labor Code Section 6401.9 (Workplace Violence Prevention). I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 6401.9 of the Labor Code which require every employer, as specified in more detail in that section, to comply with the following:

- Establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan containing specified information;
- Record specified information in a violent incident log for every workplace violence incident;
- Provide initial and ongoing effective training of employees on workplace violence with training material appropriate in content and vocabulary to the education level, literacy, and language of employees;
- Create and maintain records of workplace violence hazard identification, evaluation, and correction for a minimum of five years; and
- Allow access to those records by employees and their representatives without cost.

I will comply with these provisions before commencing the performance of the Work of this Contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the Provider or grantee thereunder may be subject to

debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The Provider or grantee has made a false certification under Section 8355.
- (2) The Provider or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Tobacco-Free Environment. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractor, or my firm’s subcontractor’ employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, “vaping” or similar product uses on District sites.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE PROVIDER TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Provider: _____

Signature: _____

By: _____ (Print Name)

Title: _____

END OF SECTION