



REQUEST FOR PROPOSAL (RFP)

AFTER SCHOOL EDUCATION and SAFETY (ASES)

PROGRAM PROVIDERS

For 2024-25 and 2025-26

RFP-2024-ASES

Natomas Unified School District
1901 Arena Blvd. Sacramento CA 96834

NOTICE OF INVITATION

The Natomas Unified School District (NUSD) is pleased to issue this Request for Proposals (RFP) for Professional Services for After School Education and Safety (ASES) program. NUSD is seeking proposals from professional and qualified not-for-profit agencies which includes enrichment, academic support, recreation and community-building activities. Selected providers must be able to provide services for the 2024-25 and the 2025-26 school years.

This RFP also includes schools as prescribed by the California Department of Education (CDE) After School Education and Safety (ASES) Program as the result of the 2002 voter-approved initiative, Proposition 49. This proposition amended California *Education Code (EC)* 8482 to expand and rename the former Before and After School Learning and Safe Neighborhood Partnerships Program. The ASES Program funds the establishment of local after-school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students in kindergarten through ninth grade (K - 9). Funding is designed to: 1) maintain existing before and after-school program funding; and 2) provide eligibility to all elementary and middle schools that submit quality proposals throughout California.

The bid documents must be received by Friday, January 26, 2024 at 4:00 PM (Pacific) or earlier. Send the entire proposal in PDF form to nusdpurchasing@natomasunified.org. The subject line of the email must read: Proposal for NUSD ASES RFP-2024. Proposals not received by the specified time noted will be rejected.

Copies of the request for proposal are available on Natomas Unified School District's website at <https://natomasunified.org/departments/business-services/financial-services/purchasing/request-for-proposals-page/>.

RFP Schedule

<u>Milestone</u>	<u>Date</u>
RFP Published	January 8, 2023
Sacramento Bee Advertising	January 8 and 15, 2024
Deadline for Questions	January 17, 2024
Deadline for District to respond to questions	January 22, 2024
Deadline for RFP Submission	January 26, 2024
Selection of Vendor	Week of February 2, 2024
Board Approval	February 21, 2023

Bid Requirements

The submission requirements for the RFP are detailed below. Review this RFP carefully before responding to ensure that you understand fully all procedural and contractual requirements. Bidder understands that all bids are to comply with the General Conditions included herein and submit the following in their bid proposals –

1. Cover Page (Appendix A)
2. Proposal Checklist (Appendix B)
3. Non-Collusion Affidavit (Appendix C)
4. Fingerprinting/Background check certification (Appendix D)
5. Introduction Statement / Company Background
6. Proposal Narrative and Financial Requirements (15 page max)
7. Required Supporting Documentation for Additional Requirements and all attached Appendix(s) outlined in the RFP
8. References - Three or more current references including school district name, contact person, and project description

Agencies are requested to answer the questions in the order and format presented in the RFP both to assure that all agencies present their material in a consistent manner and to promote ease of proposal review. **Proposals that do not adhere to the following format will be disqualified.**

- Narratives must not exceed 15 pages, single-spaced, on white 8.5" x 11" paper, 12-point font, Times New Roman. Include all requested supporting documents in the Appendices, which **do not** count as 15-page total.
- The Contractor's name must appear on every page, including Appendices.
- Proposal Cover Page Required: Complete and submit the proposal cover page provided in Appendix B in this RFP. The cover page must be the very first page of the proposal package. Do not add any other type of cover or title sheet, and do not use any transmittal letter. It is important that the cover page show the specific information requested, including Contractor's address(es) and other details listed. The cover page should be addressed to William Young, Deputy Superintendent. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the bidder.

Natomas Unified School District reserves the right:

1. To award bids received on the basis of individual items or groups of items, or on the entire list of items;
2. To reject any or all bids, or any part thereof;
3. To waive any informality or irregularity in the bid;
4. To accept the bid that is in the best interest of the Natomas Unified School District, price and other factors considered.

Deadline for Questions

Please direct all questions regarding this RFP to **nusdpurchasing@natomasunified.org**. Please use "Questions: NUSD ASES RFP-2024" on the email subject line. All questions must be received before 4:00 pm on **Wednesday, January 17, 2024**. General information regarding NUSD is available on the district website at www.natomasunified.org.

Answers to the questions will be posted on the district website at <https://natomasunified.org/departments/business-services/financial-services/purchasing/request-for-proposals-page/> on Monday, January 22, 2024.

Bid Submission Deadline

Send the entire proposal in PDF form to nusdpurchasing@natomasunified.org. The subject of the email must read: "Proposal for ASES RFP-2024". Proposals not received by the specified time noted will be rejected.

RFP DUE By 4:00 p.m. PST Friday, January 26, 2024

Copies of the request for proposal are available on Natomas Unified School District's website at <https://natomasunified.org/departments/business-services/financial-services/purchasing/request-for-proposals-page/>.

Bid Assessment

Natomas Unified School District shall evaluate all valid bids deemed responsive on the following criteria:

1. Need for Program

(10 points)

Describe how the proposed program's unique features will address the needs of NUSD students and their families and how the programs are expected to improve student learning, including learning in core academic areas such as reading/language arts, mathematics, science, and civics.

2. Program Design

(30 points)

- Please describe how the program will be aligned with the NUSD Strategic Plan and Quality Standard for Expanded Learning.
- Describe the range and type of programs that will be offered to provide enrichment beyond the core school day.
- Describe how the program will be administered if a Distance Learning Program is required due to COVID-19 closures.
- Describe how your program proposes to attract youth and their families. Explain how you will maintain student enrollment throughout the school year (180 days). Specifically, describe your strategy to retain 85% or better of average daily attendance at a single site. How will program schedules and offerings be designed to encourage and support regular participation among students?
- Please describe the organizational structure that will support the ASES program and specifically the program manager/site director.
- Describe how parent and youth feedback will be included in the ongoing development of the program.
- Please describe how student attendance will be taken and monitored.

3. Elements of High-Quality Programming

(20 points)

Describe how the elements below will be addressed and incorporated into Program Design.

- Linkages to the School Day: Describe the ways in which the program will be connected to the regular school day (e.g. shared staff, space, training, policies, curriculum, leadership support, instructional methods, etc.)
- High-Quality Staff: Who will be hired to work in the afterschool program? What will be set to recruit and retain high-quality staff?
- Safe and Appropriate Environment: Describe what actions will be taken to ensure that every child is physically and emotionally safe in the program.
- High-Interest Programming: Describe the type of programming that will be offered for each age level. What efforts will be made to ensure that programming is student-centered and that every participant has a high interest in what he/she is doing? What efforts will be made to ensure appropriate grade level and/or developmental level programming?
- Describe how you will measure student achievement, what achievement tool will be used, and with what frequency.

4. Organizational Focus

(10 points)

Each proposal must include a site coordinator at a minimum of 30 hours per week. Additionally, the site coordinator must be on-site at least 85% of their funded time. Describe what qualifications and background or experience you require of your site director/program manager. In addition, how will the site coordinator work to become part of the school site team, in order to ensure the program is an extension of the student's day?

What is your organization's capacity to hire, train, and retain staff? When necessary, what is your organization's plan to transition new staff into the program and school site? What will be the plan to ensure a successful start by the first day of the school year? How will the program enroll new students and retain former students if the school year begins with the Distance Learning Program due to COVID-19 school closures?

5. Professional Development

(10 points)

Describe the types of professional development you offer, how often, when, and to whom. Consider: orientation, youth development, fostering positive behavior, regularly scheduled staff meetings for program development, linking to the school day, how to help with homework, training enrichment leaders or mentors, and linking to curriculum frameworks.

- Communication/Information Dissemination: Tell us how the organization will communicate information about the program, including evaluation results, to parents, school personnel, and the community in a manner that is understandable and accessible.

- Volunteers: Describe how you will enlist, utilize, orient, and train volunteers in the running, oversight, and promotion of the program.

6. Project Evaluation

(20 points)

Describe your evaluation plan

- Describe the data sources (indicators) that will be used to measure program goals, what and how they will be measured, and how they will be used to determine success.
- Describe how the evaluation information will be used to provide feedback to stakeholders and staff and to inform project direction.

Financial Requirements

- Providers will have an accounting system that can create financial reports and income statements, balance sheets to accurately prepare financial reports specific to NUSD. These budget and financial reports will be provided to the District on a quarterly basis, starting three months after the start of the school year with the final report being the closing of the books.
- Providers must have internal controls in place to provide detailed accounting of program revenue and expenditures with supporting documentation, including cash receipts, invoices and cash receipts personnel, and timekeeping records. Provider's accounting system must have a method to accurately budget and allocate costs specific to NUSD.
- Providers will provide a copy of the most recent external audit report with the proposal for services and annually, thereafter. Providers must also allow the District to perform audits upon request using the District's selected audit firm.
- An estimated budget will be provided with the proposal. Upon award, budgets will be revised to actual costs to run programs per site. More information may be requested on financials and insurance.
- Funds allocated under this program may be used only to supplement, not supplant, funds that schools and community-based organizations would otherwise expend for afterschool programs.

7. Budget Form

(10 Points)

Complete the budget form that is in Appendix G.

- Provide a proposed budget for the school that will be included in this proposal. A separate proposal must be included for each school site. A separate proposal must be included for each program year, 2024-25 and 2025-26.

- **Provide a budget based on serving a minimum number of estimated enrolled students.** Include separate line items for staff (direct service), administration (in-direct service), employer costs/benefits, supplies, equipment, transportation to and from the program, staff travel, professional development, and contracted services.
- Please provide a percentage or flat fee for your administration fee for services.
- Please describe the amount of funding required to effectively achieve your proposed performance targets. The costs and the sources of revenue must be reflected in the budget. The proposed budget must be for a **one-year period.**

8. Budget Narrative

(10 Points)

The Budget Narrative must align with and provide an explanation of the content in the Budget Form Appendix E. **Please address the following items:**

- Indicate the estimated cost per participant per day.
- Explicitly call out student-to-staff ratios
- Provide evidence that there is a commitment of adequate resources for all participants.
- Describe the purpose for expenditures.

In Addition:

- There will be quarterly financial reports and all expenditures are subject to audit upon request.
- **OPTIONAL:** Describe any in-kind contributions from partners or other funders that demonstrate the capacity to sustain programming as at least a 15% match of requested funding.

9. Success and Sustainability

(20 Points)

Record of Success: Please tell us where and how you have been or are currently successful in implementing after-school programs.

- Please attach a copy of your provider's most recent financial statement and independent audit report that would establish your provider's ability to complete its obligations under any agreement resulting from this RFP.
- Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years?

- If Yes, provide the name of the public Contractor and briefly detail the dispute.
- Have you ever had a services agreement terminated for convenience or default in the prior five (5) years?
 - If Yes, provide details including the name of the other party.
- Is your provider, owners, and/or any principal or manager involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal Contractor? If Yes, provide details.
- Will your provider comply with all District, local, State and Federal legal requirements, regulations and laws?
- Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

Sustainability Plan: Describe the plans for the continuous strengthening of the Partnership between NUSD, other community-based organizations, and another Public or private organization (if appropriate).

10. Other Points

(10 Points)

- Please provide information on any points of innovation that you will integrate into your program.
- Please describe how success will be measured on the innovation.

Purpose and Objective

The NUSD after school programs provide an opportunity to merge school reform strategies with community resources. The goal is to support local efforts to improve assistance to students and broaden the base of support for education in a safe, constructive environment. For afterschool programs operating under the State funded program, ASES, the program legislation encourages schools and school districts to provide safe and educationally enriching alternatives for children and youth during non-school hours. The program creates incentives for establishing locally driven before and after school education and enrichment programs.

ASES After School Program

The ASES program involves collaboration among parents, youth, representatives from schools and governmental agencies, such as local law enforcement, local parks and recreation departments, individuals from community-based organizations and private sector. Programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment, and safe, constructive alternatives for students in grades K-8.

Agencies desiring to operate an ASES program within NUSD must link and support the NUSD Vision and Strategic Plan (see District website). Agencies must have a comprehensive, whole child plan that is aligned with the NUSD focus on student learning and oriented to continuous improvement. Awards are provided to establish and/or expand school-day learning to keep youth safe and provide students with academic enrichment opportunities and additional activities designed to support their regular academic program.

The funding provided is intended to:

- Operate an after school program only during the regular school year.
- Provide direct service to NUSD students at awarded site(s).
- Improve academic performance in reading/language arts and mathematics of students who are low performing/failing or at high risk of failure as identified through state and local assessments, such as iReady or IXL.

Schools to be Served

The after school programs for fiscal year 2024-2025 will begin at the start of next school year at the locations listed below. The school year is scheduled to begin on August 8, 2024. 2025-2026 school year details and start date will be provided as soon as they are available.

- American Lakes K-8 School is located at 2800 Stonecreek Dr, Sacramento, CA 95833. The projected number of students to enroll in the program is 125. The after school program at American Lakes will begin at 1:40 p.m. until 6:00 p.m., Monday through Friday in accordance with instructional days identified in the NUSD annual calendar. The current contract amount for ASES provider services is \$206,074.
- Bannon Creek K-8 School is located at 2775 Millcreek Dr, Sacramento, CA 95833. The projected number of students to enroll in the program is 118. The after school program will begin at 1:40 p.m. until 6:00 p.m. Monday through Friday in accordance with instructional days identified in the NUSD annual calendar. The current contract amount for ASES provider services is \$194,533.
- Jefferson K-8 School is located at 2001 Pebblewood Dr, Sacramento, CA 95833. The projected number of students to enroll in the program is 90. The after school program will begin at 1:55 p.m. until 6:00 p.m. Monday through Friday in accordance with instructional days identified in the NUSD annual calendar. The current contract amount for ASES provider services is \$119,069.
- Natomas Middle School is located at 3200 N Park Dr, Sacramento, CA 95835. The projected number of students to enroll in the program is 65. The after school program will begin at 3:15 p.m. until 6:00 p.m. Monday through Friday in accordance with instructional days identified in the NUSD annual calendar. The current contract amount for ASES provider services is \$91,222.

Provider Requirements

The Provider must have the following qualifications:

- At least three years as an organization of experience providing school-based afterschool programming to schools and districts.
- Align program to Quality Standards for Expanded Learning.
- At the District's direction, providers will be required to implement a pre and post academic assessment.
- Providers will Implement and/or participate in district-standard academic assessments to gauge student academic achievement as appropriate
- Increase opportunities for service learning and community service opportunities.
- Increase college and career awareness and youth entrepreneurial services.
- Use District's adopted tool for monitoring and evaluating the program on a monthly basis.
- Increase students' participation in visual and performing arts.

- Demonstrate community partnership in delivering programs and services to children and families.
- Improve the health and wellness of youth.
- Develop student awareness and appreciation of different cultures.
- Provide information, educational resources, and parent engagement for families.
- Demonstrate ability to participate in required evaluation and outcome measures.
- Collaborate with NUSD to develop and implement a sustainability plan in order to create a robust and comprehensive program for the school site.
- Ensure rooms and grounds used by the afterschool program are kept clean and in the manner of expectation set forth by the site principal.
- Ensure that all employees, contractors, agents and volunteers who have contact with District students have completed Tuberculosis (TB) test
- Ensure that student discipline policy is in alignment with the school day by working with the site principal.
- Ensure that the climate and culture of the program is in line with that of the school and that the program operates as an extension of the student's day, including expectations of supporting students.
- Provide certification of compliance with Child Abuse and Neglect Reporting Act guidelines for Mandated Reporters.
- Staff will be trained and required to use Procare for registration, enrollment and attendance.
- Vendors must provide all the supplies and equipment necessary to operate their program
- Vendors are required to provide substitutes for staff who are absent.

Additional Requirements

Additional requirements of the provider to include the following:

- Provide a site coordinator at a minimum of 30 hours per week. Additionally, the site coordinator must be on site at least 85% of their funded time.
- Providers will have an accounting system that can create financial reports and income statements, balance sheets to accurately prepare financial reports specific to NUSD. These budget and financial reports will be provided to the District on a quarterly basis, starting three months after the start of the school year with the final report being the closing of the books.

- Providers must have internal controls in place to provide detailed accounting of program revenue and expenditures with supporting documentation, including cash receipts, invoices and cash receipts personnel and timekeeping records.
- Provider's accounting system must have a method to accurately budget and allocate costs specific to NUSD.
- Providers will provide a copy of the most recent external audit report with the proposal for services and annually, thereafter.
- Providers must also allow the District to perform audits upon request using the District's selected audit firm.
- Providers are required to maintain 85% of the targeted attendance rate per a single site.
- Providers will work with the NUSD Office of the Chief Academic Officer to demonstrate that progress has been made toward meeting the program goals as outlined in the service agreement; and collect data that addresses the performance indicators for the ASES or other After School programs. **Aspects of reporting are subject to change based on state requirements.**
- Providers will send the program manager/site director/site coordinator to mandatory professional development and will seek out professional development for all staff.
- Providers will participate in district-wide initiatives as aligned within the NUSD Strategic Plan and Student Services and Safety office (e.g. bullying prevention).
- Providers will work with the school community and the NUSD Office of the Chief Academic Officer to create, refine, and modify the site after school program plan.
- Providers will need to maintain and submit accurate recordings of the following documentation: program plan, late arrival - early release policy, students' sign in/sign out records, student snack records, staff personnel records, and monthly attendance reports.
- Providers must be able to meet program requirements as outlined by ASES grant.
- Providers must use NUSD nutrition services for snacks, and/or supper.
- Providers must pay for all authorized field trips and associated costs including transportation costs
- Providers must share space and work cooperatively with other outside programs to support students.
- Providers must be able to sign a contract within three days of acknowledgment of award.
- Letter of References (Provide at least three written references from other school-based services provided.)

References and Additional Information

- Provide at least three written references from other school-based services provided.
- Provide parent survey responses demonstrating satisfaction of the services you offer families, if available. Surveys must be current within the last year.
- Provide a Parent Handbook or similar document/brochure.
- Provide any information if you plan or would consider hiring current District school staff.
- Has your organization had an agreement terminated for convenience or due to default in the last five years? If yes, provide details.
- Are you or your firm/Contractor/organization aware of any claims made or litigation alleging misconduct, discrimination, or sexual harassment? If yes, provide details.
- Is your firm/Contractor/organization involved in or aware of any pending disciplinary action or investigation by any local, state or federal Contractor? If yes, provide details.
- Provide a copy of your most recent external audit report.

Insurance

- The successful Bidder will be required to maintain the following types of insurance throughout the life of the contract.
- Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount 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 General Aggregate	 \$1,000,000 \$2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$1,000,000 \$2,000,000

Professional Liability	\$2,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$2,000,000

Due Diligence Process

- **Selection/Review Panel:** The NUSD will convene a panel of trained readers to review all completed, eligible proposals received by the due date of January 26, 2024, by the Purchasing Department
 - Panel readers who are persons with extensive experience in such areas as out-of-school time programs, reading/language arts, mathematics, community and school partnerships or school improvement. The panel will review, score and rate the quality of the proposal; and the capacity of the Contractor to successfully implement what has been proposed. The proposal selection criteria shall be determined by NUSD personnel consistent with the requirements of performance-based contracting and on the basis of reasonable standards of quality and effectiveness including, but not limited to:
 1. Completeness
 2. Service descriptions
 3. Cost factors (relative to sample budget)
 4. Staff pertinent to service delivery
 5. Experience of the Contractor
 6. Responses to conditional requirements
 7. Expected results relevant to performance target.

* "Conditional requirements" means any particular provisions specified in the RFP, such as the requirement for school/community partnership in the proposal and the commitment to collect required data and work with the evaluator.

- **Proposal Review:** Proposals are screened for adherence to proposal formatting requirements and completeness of the content, to determine if the Contractor is addressing the required performance targets and program description.
- **In-depth Review:** Each Contractor will be rated according to the criteria provided within the RFP.
- **Verification:** This step involves speaking to knowledgeable individuals in a position to substantiate and verify key representations made in the proposal, such

as contract performance history on record (if applicable). In some circumstances, this may include a personal interview with the Contractor, either a face-to-face meeting or a telephone conference. Reasons to schedule a personal interview for verification purposes may include (but are not limited to): resolving tied scores, verifying Contractor and project viability if only partial funding may be offered, and verifying other factors when a Contractor or a product is not well-known to the Department of Education. Findings will be recorded in writing.

- **Final Selection:** Selected bidders will be notified of the recommendation of award by email from the Purchasing department. Allocation of funds is final upon successful negotiation and encumbrance of the agreement, subject to the approval of the NUSD Board of Trustees. Bidders selected for an award agree to be bound by the terms of the standard NUSD Services Agreement.

2024
NATOMAS UNIFIED SCHOOL DISTRICT
ASES RFP

To: William Young, Deputy Superintendent

Company: _____

Contact Person: _____
Address: _____
City, State & Zip: _____
Telephone: _____
Email Address: _____

The undersigned authorized chief administrative official submits this proposal on behalf of the company, attests to the appropriateness and accuracy of the information contained therein, and certifies that this proposal will comply with all relevant requirements of the applicable laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals, and objectives as stated herein. The following **signatures and other printed information** are required.

Authorized Signature: _____ Date: _____

Name (typed): _____

Email: _____ Phone: _____

Address: _____

Appendix B: Proposal Checklist

Natomas Unified School District ASES RFP Proposal Checklist

Each proposal must be submitted in the format outlined below. Please use the following as a checklist in assembling the completed proposal and include in the order given below:

- Table of Contents Page (listing the sections and the pages on which they can be found)
- Signed Cover Page (Appendix A)
- Proposal Checklist (Appendix B)
- Non- Collusion Affidavit (Appendix C)
- Fingerprinting/Criminal Background Investigation Certification (Appendix D)
- Proposal Narrative and Financial Requirements: (15 pages maximum)
 - Need for Program (1 page)
 - Program Design (2-4 pages)
 - Organizational Focus (1-2 pages)
 - Project Evaluation (1-2 pages)
 - Budget Narrative (2 pages)
 - Success and Sustainability (1-2 pages)
 - Other points (1-2 pages)
- School Site Selection (Appendix E)
- Assurances to Meet Requirements (Appendix F)
- Budget Form (Appendix G)
- Program Goals (Appendix H)
- Non-Disclosure Agreement (Appendix I)
- Workers' Compensation Certification (Appendix J)
- Letter of References (Provide at least three written references from other school-based services provided.)

Appendix C: Non-Collusion Affidavit

RFP Non-Collusion Affidavit

I, _____, _____
 (Name) (Title)

Of _____ hereby certify:
 (Company Name)

- That all statements of fact in this proposal are true, and that such proposal is genuine and not collusive or a sham;
- That such proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;
- That said bidder has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the Natomas Unified School District, or of any other bidder or anyone else interested in the proposed contract;
- That prior to the public opening and reading of proposals, said bidder did not, directly or indirectly, induce or solicit, or collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- That said bidder has not, in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else.

Furthermore, the above-named certifies:

- That no current Board member or employee of the Natomas Unified School District, and no one who has been a Board member or who has been employed by the Natomas Unified School District within the past two years has participated in bidding, selling or promoting this contract;
- That no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive compensation, directly or indirectly, from this contract;
- That said, the bidder does not know of any facts which constitute a violation of Conflict of Interest laws.

Government Code of the State of California, Section 87100 et. seq. Public officials; states in part: No public official at any level of state or local government shall make, participate in making of or in any way attempt to use his official position to influence a governmental decision in which he knows, or has reason to know, he has a financial interest. The bidder understands that any violation of this Statement of Compliance shall make any agreement or contract voidable by the District.

 Signature

 Date

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Contractor Agreement ("Agreement"):

- Contractor's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Contractor's services under this Agreement and Contractor certifies its compliance with these provisions as follows: *"Contractor certifies that the Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Contractor's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

- The installation of a physical barrier at the worksite to limit contact with pupils.
- Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- Surveillance of Employees by District personnel.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

Appendix E: School Site Selection

Please select which school the proposal includes. Submit a separate proposal for each school.

Please check the school this proposal includes:

American Lakes K-8	
Bannon Creek K-8	
Jefferson K-8	
Natomas Middle School	

Answer the following questions in 250 words or less (Please label each response with the name of the school site.) Refer to Program Goals and Appendix F.

1. Why do you want to work with the school site?

CRITERIA for Appendix E:

- The proposal shows in understanding of school site needs
- The proposal creates a compelling case for the Contractor/ program to serve the school site

Responses to each individual selected at school and Appendix C in respect to the entire proposal will be rated on a scale space (1 to 5, low to high) according to the following:

- **Make and Compelling Case** (exceptionally well done);
- **Makes a Good Case** (very good, is an average response);
- **Makes an Adequate Case** (clearly weak, would need much work to meet the criteria); and
- **Failed case** (not responsive to the criteria).

Appendix F: Assurances to Meet Requirements NUSD ASES Programs

The Contractor will comply and work collaboratively with NUSD to uphold certified assurances.

CERTIFIED ASSURANCES	
Program Elements	
	The program will include an educational element designed to provide tutoring and/or homework assistance and one or more of the following subject areas: Language arts, mathematics, history and social science, science, and computer training.
	The program will have an educational enrichment element that may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. Unbundled such activities might involve the arts, music, physical activity, health promotion, general recreation, technology, career awareness, and activities to support positive youth development.
	The program will provide a safe physical and emotional environment and opportunities for relationship- building and will promote active student engagement.
	The program will collaborate in intergrade with a regular school day program and other extended learning opportunities.
	The program will provide a snack that conforms to the nutrition standards in the California Education Code, Part 27, Chapter 9, Article 2.5, commencing with Section 49430
	The program will provide opportunities for physical activity.
Program Plan	
	Partners to this proposal, as well as school staff, have demonstrated commitment to supporting the program in sharing responsibility with a planning in quality of the program at the designated site(s).
	The program is planned through a collaborative process that includes parents, youth, and representatives of participating public school sites, or minimal agencies (e.g., city and County Parks and Recreation Departments), local enforcement, community organizations, and the private sector.

Program Operations	
	The program will maintain a student to staff member ratio of no more than 20:1.
	The program will begin operation immediately upon the end of the regular school day. (Note: A regular school day is any day where a student's attendance and instruction takes place.)
	The program will operate for a minimum of 15 hours per week.
	The program will operate until at least 6:00 PM, on every regular school day.
	The program will establish a reasonable early release policy for students attending after school component.
	Students should participate every day that the afterschool program operates.
	A flexible attendance schedule for students will be implemented in order to provide opportunity to participate in additional school activities, such as sports, special school events, etc. Priority for enrollment will be given to students who attend daily.
	Every student attending a school operating a program is eligible to participate in the program, subject program capacity.
	The program is not required to charge family fees or conduct individual eligibility determination based on mean or income.
	The program will provide all notices, reports, statements, and records to parents or guardians in both English and the student's primary language when 15% of the students enrolled at the afterschool site have a single primary language other than English as determined by language based on data from the preceding year.

The Contractor will comply and work collaboratively with any NUSD to uphold certified assurances.

Authorized Signature: _____

Date: _____

Appendix G: Budget Form

- A separate BUDGET proposal must be included for each school site.
- A separate BUDGET proposal must be included for each program year, 2024-25 and 2025-26.
- Refer to page 10 for specific school site locations and maximum number of students served at each location to develop the program budget proposal.

PROGRAM BUDGET PROPOSAL	
SCHOOL SITE:	
NUMBER OF STUDENTS SERVED:	
PROGRAM YEAR:	
PROPOSED EXPENSES	PROPOSED BUDGET
1. Salaries & Wages (Direct Services)	
2. Salaries & Wages (Administration)	
3. Employer Costs/Benefits	
Subtotal (Personnel Expenses)	
4. Supplies & Materials	
5. Equipment	
6. Contracted Services	
7. Authorized Field Trips and Transportation Costs	
8. Other	
Subtotal (Supplies, Materials, etc.)	
9. Administrative Fees	
TOTAL EXPENSES	
COST PER STUDENT (TOTAL EXPENSES / NUMBER OF STUDENTS SERVED)	

Appendix H: Program Goals

Program Goals

Listed below are the five (5) required program goals that must be reported on throughout the project. You may add others if you choose.

Data sources are what you will use (tests, grades, etc.) that are **statistical & measurable** to show outcome/change. Use only data sources for which you will have results that can be compared with a grant reporting timeframe.

Program Goals:

1. To improve the academic performance in reading/language arts and math of students who are low performing/failing or at risk of failure
2. To improve the health and wellness of use to participate in the afterschool program.
This might include but not be limited to: nutrition, physical fitness, social-emotional development/asset building, bullying and harassment prevention, safety issues (fire, bike, water, home alone, dating, car, etc.), social emotional development (asset development), and/or substance abuse prevention, etc.
3. To enhance a student's enrichment opportunities by providing a broad array of age- appropriate, student-driven, high interest learning opportunities. This might include but not be limited to: Visual and performing arts (art, music, dance, Theatre, performances, and exhibits), cultural/multicultural activities, financial literacy career planning in college exploration, and service learning, etc.
4. To provide information, educational resources, and activities to families, to support the continued growth of students.

Sustainability Goal:

5. To create and maintain relationships with the school day staff. There is a clear plan for strengthening the school day and afterschool program alignment.

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made between the Natomas Unified School District ("District") and _____ ("DISCLOSEE"), and entered into concurrently with the Independent Contractor Agreement between the parties for the purpose of **After School Education and Safety (ASES) Programs**.

DISTRICT and DISCLOSEE are entering into a business relationship with each other. In connection with discussions and negotiations regarding the potential business relationship, DISTRICT may disclose to DISCLOSEE certain Confidential Information (as defined below), which Confidential Information is proprietary, secret, nonpublic and confidential. The purpose of this Agreement is to protect such Confidential Information by setting forth the terms and conditions upon which DISTRICT is willing to disclose such Confidential Information to DISCLOSEE and the obligations that DISCLOSEE hereby accepts and agrees to abide by following the disclosure of such Confidential Information to DISCLOSEE.

In consideration of the mutual promises and covenants contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

- (a) "Confidential Information" means nonpublic information that DISTRICT designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased DISTRICT mailing lists or contact lists and the marketing or promotion of any DISTRICT event, information of a confidential nature of, about, or concerning the students or personnel of DISTRICT, business of DISTRICT or its manner of operation, which may include Proprietary Information, such as student records, tax records and other financial information concerning DISTRICT and DISTRICT's employees, officers, directors, shareholders, students, lists or other written records used in DISTRICT's operations, investment information, compensation paid to employees and other terms of employment, personnel records, and information received by DISTRICT from third parties subject to DISTRICT's duty to maintain the confidentiality of such information and to use it only for certain limited purposes.
- (b) "Confidential Information" shall include all personally identifiable student information protected under the Family Rights and Privacy Act (FERPA), California Education Code 49073.1, and DISTRICT Board Policy 5125.

- (c) "Confidential Information" shall not include: (i) any information that is or subsequently becomes available to the public without DISCLOSEE's breach of any obligation owed to DISTRICT; or (ii) any non-confidential information that became known to DISCLOSEE from a source other than by breach of an obligation of confidentiality owed to DISTRICT.
- (d) "Confidential Materials" means all tangible materials containing Confidential Information, including without limitation written or printed documents, computer media, data files, and other related items.

2. Disclosee's Promise of Secrecy

- (a) DISCLOSEE agrees to keep strictly confidential all Confidential Information and Confidential Materials governed by this Agreement. DISCLOSEE agrees not to disclose such Confidential Information and Confidential Material to any person, organization, representative, entity, business, manufacturer, designer or corporation other than those individuals reasonably necessary for the purpose DISTRICT for which DISTRICT has contracted with DISCLOSEE.
- (b) DISCLOSEE agrees it does not intend nor will it, directly or indirectly, export any Confidential Information or Confidential Materials or products to any person, entity, business, manufacturer, designer or corporation who DISCLOSEE knows or has reason to know will utilize them in an unacceptable manner.
- (c) DISCLOSEE shall not disclose or through knowing inaction fail to prevent disclosure of any Confidential Information or Confidential Materials to third parties during the contractual relationship between DISCLOSEE and DISTRICT and after termination of this contractual relationship. However, DISCLOSEE may disclose Confidential Information in accordance with judicial or other governmental orders, provided DISCLOSEE shall give DISTRICT reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent issued on behalf of DISTRICT.
- (d) DISCLOSEE shall not share or use any of DISTRICT Confidential Information and Confidential Materials to engage in any targeted marketing or advertising.

3. Security of Confidential Information and Confidential Materials

- (a) DISCLOSEE shall take all reasonable measures including the training of DISCLOSEE's staff, to protect the secrecy of and avoid disclosure and

unauthorized use of the Confidential Information and Confidential Materials. Without limiting the foregoing, DISCLOSEE shall take at least those measures that DISCLOSEE takes to protect its own confidential information. DISCLOSEE may disclose Confidential Information or Confidential Materials only to DISCLOSEE's Contractors on a need-to-know basis. DISCLOSEE shall execute appropriate written agreements with its Contractors sufficient to enable it to comply with all the provisions of this Agreement. DISCLOSEE shall not disclose any Confidential Information or Confidential Materials to any third party other than the Contractors mentioned herein, without the prior written consent of DISTRICT.

- (b) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of DISCLOSEE's actual use of such information or material. Such information or material, if distributed, must be collected and securely contained by DISCLOSEE.
- (c) Compliance with the security of Confidential Information and Confidential Materials shall not, in itself, absolve the DISCLOSEE of liability in the event of an unauthorized disclosure of Confidential Information and Confidential Materials.

4. Return and Destruction of Materials.

All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of DISCLOSEE shall be and remain the property of DISTRICT and shall be promptly returned or destroyed upon DISTRICT's request. Documents prepared by DISCLOSEE using Confidential Information, or derived therefrom, shall be destroyed upon request of DISTRICT. Written confirmation of destruction of Confidential Information as requested by DISTRICT shall be provided by DISCLOSEE to DISTRICT.

5. Rights and Remedies

- (a) DISCLOSEE shall notify DISTRICT immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by DISCLOSEE, and will cooperate with DISTRICT in every reasonable way to help DISTRICT regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use. DISCLOSEE shall, upon request, provide opportunity for DISTRICT, or the owner of information such as a student or student's parent/guardian, to review, update, and or correct erroneous information contained in any pupil records. DISCLOSEE shall assist DISTRICT in the notification of students and parents/guardians in the event of unauthorized disclosure of pupil

records.

- (b) DISCLOSEE acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that DISTRICT shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

6. Miscellaneous

- (a) DISTRICT and the DISCLOSEE are jointly responsible for ensuring the protection of personally identifiable student information in compliance with the Family Rights and Privacy Act (FERPA). The DISCLOSEE acknowledges that it shall not take any action that may cause the DISCLOSEE or DISTRICT to be out of compliance with FERPA, California Education Code 49073.1, or DISTRICT Board Policy 5125.
- (b) All Confidential Information and Confidential Materials are and shall remain the property of DISTRICT. By disclosing information to DISCLOSEE, DISTRICT does not grant any express or implied right to DISCLOSEE to or under DISTRICT Confidential Information and Confidential Materials. Further, the delivery and disclosure of Confidential Information and Confidential Materials does not constitute a License permitting DISCLOSEE to use said Confidential Information and/or Confidential Materials for any purpose other than that allowed by DISTRICT as specified above.
- (c) This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof and merges all prior discussions between them as Confidential Information. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement date and signed by both parties.
- (d) None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of DISTRICT, its agents, or employees, but only by an instrument in writing signed by an authorized officer of DISTRICT. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (e) If either DISTRICT or DISCLOSEE employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be constructed and controlled by the laws of the State of California, and DISCLOSEE further consents to jurisdiction by the state and federal courts

sitting in Sacramento County in the State of California. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered return receipt requested.

- (f) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (g) If any provisions of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (h) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

7. Suggestions and Feedback

DISTRICT may from time to time request suggestions, feedback or other information from DISCLOSEE concerning Confidential Information or concerning released DISTRICT Confidential Information and Confidential Materials. Any suggestions, feedback or other disclosures made by DISCLOSEE are and shall be entirely voluntary on DISCLOSEE's part and shall not create either any obligations on the part of DISTRICT or a confidential relationship between DISCLOSEE and DISTRICT. DISTRICT shall be free to disclose and use DISCLOSEE's suggestions, feedback, or other information as DISTRICT sees fit, entirely without obligation of any kind to DISCLOSEE.

Authorized Signature: _____

Date: _____

Appendix J: Workers' Compensation Certification

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 Services of this Agreement.

Date: _____

Name of Contractor: _____

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 filed with the District prior to performing any Services under this Agreement.)