



REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFQ/P")
EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELO-P")
SERVICES FOR E-SPORT PROGRAM
FOR THE 2024-25 SCHOOL YEAR

RFQ/P No. 25.973

ISSUED: February 4, 2025

NOTICE OF REQUEST FOR QUALIFICATIONS AND PROPOSALS

**RFQ/P FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELO-P")
SERVICES FOR E-SPORTS FOR THE 2024-25 SCHOOL YEAR
RFQ/P NO. 25.973**

NOTICE IS HEREBY GIVEN that Stockton Unified School District ("District") is requesting qualifications and proposals to form a prequalified pool of childcare service providers to provide Expanded Learning Opportunities Program ("ELO-P") services for the District's "Expanded Learning Opportunities E-Sports" during the 2024-25 School Year, in accordance with Education Code section 46120, by offering structured e-sports lessons with social-emotional learning development, aimed at engaging students, building critical life skills, and enhancing their overall academic and emotional growth. Any contract award resulting from this Request for Qualifications and Proposals ("RFQ/P") will be for the 2024-25 School Year, with future RFPs, issued to the prequalified pool of childcare providers established by this RFQ/P, based on the District's needs.

Respondents to this RFQ/P should submit an electronic copy of their proposal in PDF format and all other documents required by this RFQ/P ("Proposal") via email with the subject

"ELO-P E-sports Services RFQ/P No. _____ - [Respondent's Name] Proposal" to:

Tony Lopez, Purchasing & Warehouse Manager
TonyLopez@stocktonusd.net

FAXED OR MAILED RESPONSES WILL NOT BE ACCEPTED.

ALL PROPOSALS ARE DUE BY 10:00 A.M. ON Tuesday, February 28, 2025. Any Proposal received after that date and time will not be accepted.

If you have any questions regarding this RFQ/P, please contact **Tony Lopez, Purchasing & Warehouse Manager by emailing TonyLopez@stocktonusd.net** no later than Tuesday, February 18, 2025, 3:00 PM. Questions must be submitted in writing and responses will be posted on the District's website at <https://www.stocktonusd.net/Page/18676> by 5:00 P.M. on Friday, February 21, 2025.

RESPONDENTS ARE RESPONSIBLE FOR READING THIS RFQ/P IN ITS ENTIRETY. Each Proposal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in received Proposals. Further, the District reserves the right to reject any and all proposals and to negotiate contract terms with one or more respondents for one or more of the work items. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. In no event will the District be responsible for the cost of preparing a response to the RFQ/P. All Respondents will be responsible for obtaining any addendums to the RFQ/P which will be posted in the same manner as the RFQ/P documents. No Proposal shall be withdrawn for a period of sixty (60) days after it is submitted to the District.

Publication: Stockton Record Advertisement

RFQ/P SCHEDULE

EVENT	DATE
RFQ/P Issued	February 4, 2025, February 11, 2025
Deadline for Questions from Respondents	February 18, 2025, 3:00 PM
Responses to Questions Published on District's Website	February 21, 2025, 5:00 PM
Deadline to Submit Proposals	February 28, 2025, 10:00 AM
Interviews (if any)	Week of March 10, 2025
Board Meeting for Award of Contract(s)	TBD

The District reserves the right to change the dates on the RFQ/P Schedule without prior notice.

RFQ/P INSTRUCTIONS

I. INTRODUCTION

The Stockton Unified School District ("District"), a California public school district, is seeking Proposals in response to this Request for Qualifications and Proposals ("RFQ/P") to develop a pool of qualified and experienced childcare providers to provide Expanded Opportunities Program ("ELO-P") services for the District's "Expanded Learning Opportunities E-Sports" during the 2024-25 School Year ("E-Sports Program") for District students ("Services"). Any contract(s) initially awarded pursuant to this RFQ/P will be for the District's 2024-25 School Year, with future RFPs, issued to the pool of qualified providers based on District's future needs and funding opportunities as authorized by its governing board.

The District seeks childcare providers who are qualified and experienced in providing a safe space for students to have opportunities to accelerate their academic skills, recover lost instructional time, experience enrichment opportunities linked to future educational pathways, lead students through various extracurricular activities, while building deeper relationships with students and staff. The E-Sports Program specifically strives to offer structured E-sports lessons with social-emotional learning development, aimed at engaging students, building critical life skills, and enhancing their overall academic and emotional growth.

The District educates approximately 38,000 students and embraces 53 diverse school communities. In partnership with parents and our community, the District's mission is to graduate every student to be college-, career-, and community-ready. In doing so, we lift all youth out of circumstances of poverty and scarcity. We partner with world-class universities, innovative businesses and nonprofit organizations and engaged community leaders to prepare our students for college, career and life.

Goals for our students include:

1. Every child by the end of the 3rd grade will read and comprehend at the proficient level.
2. Every child by the end of the 9th grade will demonstrate mastery of Algebra concepts and application.
3. Every child by the end of the 12th grade will graduate and be college or career ready.

II. GENERAL INFORMATION

A. Limitations and District's Right to Reject

The District, in its sole discretion, reserves the right to:

- Accept or reject any and all Proposals, or any portion or combination thereof;
- Contract with any responding entity, or several responding entities, in whatever manner the District decides; and/or
- Waive any informality or non-substantive irregularity, not affected by law, as the interests of the District may require.

This RFQ/P is not an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to reject any and all responses, and likewise, the District

reserves the right to contract with any entity responding to this RFQ/P. The District also reserves the right to amend this RFQ/P as necessary. This RFQ/P does not commit the District to select any entity and the District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing a response to this RFQ/P. The awarding of a contract, if at all, is at the sole discretion of the District. All decisions concerning firm selection will be made in the best interests of the District.

B. Full Opportunity

The District hereby affirms that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprises (SLBE), Small Emerging Local Business Enterprises (SELBE), Disabled Veterans Business Enterprises (DVBE), and minority and women business enterprises shall be afforded full opportunity to submit proposals in response to this RFQ/P and that no respondent will be discriminated against on the basis of race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability in any consideration leading to the award of the contract. No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract.

C. Restrictions on Lobbying and Contacts

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity responding to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process, or the award of the contract(s) with any member of the District's Board of Trustees, selection committee members, or with any employee of the District, except for clarifications and questions addressed to the authorized District representative as identified in this RFQ/P. Any other such contact with an unauthorized District representative shall be grounds for the disqualification of the entity submitting a Proposal.

D. Limitations

The District reserves the right to reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate each Proposal, and to award contracts, if any, according to the Proposals which best serves the interest of the District at a reasonable cost to the District.

The Respondent's Proposal, including any other supporting materials submitted to the District in response to this RFQ/P, will not be returned and will become the property of the District, and thus public records, unless portions of the materials are designated as proprietary at the time of Proposal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an agreement approved by the District's Board of Trustees, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

III. SCOPE OF ELO-P SERVICES

By issuing this RFQ/P, the District intends to develop a pool of prequalified and experienced childcare providers to deliver ELO-P Services for the District's E-Sports Program by playing a vital role in creating an enriching, structured gaming programs that support students' development. The District seeks providers who can design programs that include a variety of age-appropriate games and curricula focused on skills like teamwork, strategy, and digital literacy. By providing guidance on necessary gaming equipment, setup, and cybersecurity, the provider ensures a safe and seamless experience for students while supporting the District's technology needs.

To maximize the benefits of the District's E-Sports Program, providers shall offer training for coaches and school staff on managing teams and engaging students effectively. Additionally, providers should emphasize leadership development for students, helping them build collaboration and communication skills through roles like team captains. The organization also manages and organizes tournaments, practices, and larger competitions, allowing students to participate in competitive play while balancing academic priorities.

Beyond gameplay, providers should emphasize health, wellness, and social skills. By promoting positive digital habits, physical wellness, and responsible gaming behavior, they contribute to a balanced student experience. Community engagement is also a priority, with efforts to include parents and local partners, creating a supportive environment that connects families, students, and the broader community to the benefits of E-sports. Providers will monitor and report on the E-sports Program's impact, adjusting as needed to ensure it aligns with broader District goals. Through these efforts, the provider will foster a meaningful program that builds students' skills and provides lasting educational benefits.

Providers must ensure compliance with all applicable safety protocols, including any district or state guidelines.

Any contracts resulting from this RFQ/P will be made according to the form **Independent Contractor Agreement for ELO-P Services**, attached to this RFQ/P as **Attachment "A,"** ("Agreement"). Respondents are responsible for thoroughly reviewing and understanding the terms and conditions and specific scope of services set forth in the Agreement.

If awarded, the agreement will be for the 2024-25 School Year. The selected provider will provide ELO-P Services to eligible students as identified by the District for the District's E-Sports Program, commencing upon the award of the Agreement, and ending on June 30, 2025. The selected provider will not only operate the 2024-25 E-Sports Program, but provide all administrative duties associated therewith, including enrollment of students identified by the District. The E-Sports Program will operate on instructional and non-instructional days in accordance with the District's/ELOP 2024-25 School Year calendar, Monday through Friday during ELOP days and hours (before school, after school, intersessions and summer school. The District will issue RFPs for future E-Sports Programs to its pool of prequalified providers who respond to this RFQ/P.

If any contracts are awarded as a result of this RFQ/P, each contract will cover a single school site. Respondents may submit proposals for one or multiple school sites in accordance with the requirements of this RFQ/P. There are approximately 50 T-K12 sites averaging 100 students per site.

District's compensation to the selected provider for delivery of the ELO-P Services will be based on the cost summary(ies) provided in the selected Proposal(s).

Meals and snacks provided to students enrolled in the E-Sports Program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2 and the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 U.S.C. Sec. 1766).

Please refer to the form Agreement attached to this RFQ/P for specific details on the scope of services sought by the District. The final scopes of services to be provided will be based on the selected Respondent's proposal.

IV. REQUIRED INFORMATION AND FORMAT

Organizations responding to this RFQ/P must comply with the following format requirements. Proposals must be in 8-1/2 x 11-inch format. Proposals shall be divided in sections, labeled with boldface headers for each document listed below (e.g., the first divider shall be entitled "Cover Letter," the second divider shall be entitled "Experience and Qualifications", etc.).

Respondents shall e-mail an electronic copy of their Proposal in PDF format with the subject "ELO-P E-sports Services RFQ/P No. _____ - [Respondent's Name] Proposal" to Tony Lopez, Purchasing & Warehouse Manager at TonyLopez@stocktonusd.net.

The Proposal is to demonstrate the qualifications, competence, and capacity of the provider. All Proposals shall address the following items in the order listed below:

A. Cover Letter

Provide a letter of introduction signed by an authorized officer of the Respondent organization **not to exceed two (2) pages**. The Cover Letter shall include all of the following:

- Include a brief description of why Respondent is well suited for, and can meet, the District's needs.
- Include which school site(s) the Respondent's Proposal includes.
- Total number of pages of the Proposal, including the Cover Letter.
- Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.
- Include one (1) of the following statements:
 - *"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement for ELO-P Services, attached as Attachment "A" to the RFQ/P ("Agreement"). [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement."*

OR

- *"[INSERT RESPONDENT'S NAME] received a copy of the District's form of Independent Contractor Agreement for ELO-P Services, attached as Attachment "A" to the RFQ/P ("Agreement"). [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement. If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has objections to the use of the Agreement, listed in detail in the Appendix to this Proposal."*

ANY OBJECTIONS AND PROPOSED CHANGES TO THE AGREEMENT ATTACHED HERETO AS ATTACHMENT "A" MAY BE THE SUBJECT OF INQUIRY DURING THE EVALUATION PROCESS AND MAY BE CONSIDERED WAIVED IF NOT RAISED IN THE RESPONDENT'S PROPOSAL.

- Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Respondent shall certify that no official or employee of Respondent has ever been convicted on an ethics violation.
- Respondent shall make an affirmation that its Proposal shall not be withdrawn for a period of sixty (60) days after the date of Proposal to the District.
- Respondent shall sign and add the following language: "*By virtue of submission of this Statement of Qualifications and Proposal, [INSERT RESPONDENT'S NAME] declares that all information provided is true and correct.*"

B. Experience and Qualifications: Provide narrative on how the Respondent's organization, key team members, and staff are qualified and experienced to deliver the ELO-P Services requested in this RFQ/P. Include resumes of key team members if desired.

C. Litigation History and Disciplinary Action

1. Litigation. Provide the following information concerning the organization's litigation history:

- A comprehensive five (5) year summary of the Respondent's pending or recent litigation, arbitration, mediation, and negotiated/settlement history with previous clients. State the issues in the litigation, the status of the litigation, names of parties, and outcome.
- A comprehensive five (5) year summary of pending or recent litigation, arbitration, mediation, and negotiated/ settlement history to which any of your current or previous clients were a party whereby the dispute at issue involved or concerned services performed by your organization. State the issues in the litigation, the status of the litigation, names of parties, and outcome.

A Proposal that fails to provide the requested information on lawsuits or litigation, and responses which assert attorney-client privilege and fail to provide the information requested, will be considered non-responsive, disqualified from the selection process, and will not be evaluated.

2. Disciplinary Action: Provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state or federal regulatory bodies or professional organizations.

D. Cost Summary: Provide a line-item budget for providing ELO-P Services for the 2024-25 E-Sports Program for the specific school site(s) covered by the Proposal. Each budget must specify all actual and direct costs (for example, administrative fees, per daily student rate, snacks, etc.) associated with providing the Services. Respondent shall propose a total not to exceed contract price for providing the Services for the 2024-25 E-Sports Program for each school site that the Respondent is including in its Proposal. The not to exceed contract price for each school site shall be supported by the corresponding cost summary. Each budget must include a narrative for each fee or cost element. If the Respondent does

not expect District to incur any cost for a specific line item, the narrative for that line-item shall state, "No cost to District."

E. Educational/Enrichment/Recreational

Proposals shall address the following in narrative format:

1. ELO-P Services

- ☐ What are the programs and the educational curriculum that you will offer? Include educational services such as, for example, academic enrichment and support, cultural enrichment, and creative arts as related to ELO-P requirements. Include any recreational services such as free play, outdoor play, organized games, etc.
- ☐ Describe how you will meet programmatic and curricular requirements of ELO-P.
- ☐ What is your ratio of adult : child? What is your ratio of licensed childcare personnel : child?

2. Program and Service Delivery

- ☐ How will the program and services be delivered (e.g. one-on-one, small groups, whole group)?
- ☐ How will programs and services meet the developmental stage/needs of the children they will serve?
- ☐ What are the opportunities for family engagement?
- ☐ What are the standard qualifications of the staff working with the children?
- ☐ What is a typical daily schedule?
- ☐ What is your plan to provide meals and snacks, including ensuring the applicable nutritional standards are met?
- ☐ Do you allow for drop-in care?
- ☐ What are the enrollment limits based on your staffing resources and in accordance with the required ratios? Provide age and/or total capacity limits based on staffing.
- ☐ What are the behavior management policies and procedures in place?

F. Health and Safety

- ☐ How will you ensure adequate supervision of all children at all times?
- ☐ How will you report safety issues to the District?
- ☐ What is the policy for serving children who aren't feeling well or have signs of illness?
- ☐ Are all staff certified in First Aid and CPR?
- ☐ What accommodations will you make for children with special health and/or educational or behavioral needs?
- ☐ What will be the sign in/sign out procedures for arrival and dismissal?
- ☐ Describe any emergency drills and/or procedures.

G. References

Provide a minimum of four (4) verifiable references. If the Respondent has provided ELO-P services previously for any school district, those references should be listed and indicated accordingly. It is recommended that the Respondent provide references that are similar or as closely related to the ELO-P Services requested by District, if possible. Each Reference shall include: Organization's name, contact person's name and title, address, phone number, email address, description of services provided, number of students served and grade levels, time frame during which services were provided.

V. SELECTION PROCESS

A. Criteria

The District will evaluate all Proposals that meet the deadline for submission and are responsive to the submission requirements. Each Proposal must be complete. Incomplete Proposals will be considered nonresponsive and grounds for disqualification. The District retains the sole discretion to determine issues of compliance and to determine whether a Respondent is responsive, responsible, and qualified. During the evaluation period, the District will identify the Respondent(s) that can provide the greatest overall benefit to the District.

In determining the responsibility of a Respondent, the following criteria will be considered:

- ✓ The qualifications, ability and capacity of the Respondent to perform the required Services;
- ✓ Whether the Respondent can perform the Services promptly, or within the time specified, without delay or interference;
- ✓ The character, integrity, reliability, reputation, judgment, experience and efficiency of the Respondent;
- ✓ The quality of performance under previous agreements or for similar services;
- ✓ The previous and existing compliance by the Respondent with laws relating to the proposed Agreement and ELO-P Services;
- ✓ The affirmation of the Respondent to enter into the proposed Agreement with no objection.

Proposals will first be evaluated by District staff to confirm that the proposals are complete and Respondents are eligible to provide the services requested. Proposals which are deemed responsive and eligible for evaluation will be forwarded to the District's selection committee, which will evaluate the proposals based on the criteria listed below:

CRITERIA	SCORING WEIGHT
Educational/Enrichment/Recreational Program	25%
Cost Summary	25%
Health and Safety	25%
Experience and Qualifications	12.5%
References	12.5%
<u>TOTAL</u>	<u>100%</u>

B. District Investigations

The District may perform investigations of Respondents that extend beyond contacting the references identified in the Proposals. The District may request a Respondent to submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

C. Interviews

The District's selection committee or District staff, within the District's sole discretion, may select Respondents to interview as part of the evaluation. By responding to this RFQ/P, Respondent acknowledges that acceptable Respondents may be subject to one or more interview(s)

ANY OBJECTIONS, COMMENTS OR PROPOSED CHANGES TO THE FORM OF AGREEMENT ATTACHED HERETO AS ATTACHMENT "A" MAY BE THE SUBJECT OF INQUIRY DURING THE EVALUATION PROCESS, AND MAY BE CONSIDERED WAIVED IF NOT RAISED IN THE RESPONDENT'S PROPOSAL OR AT THE INTERVIEW.

D. Final Determinations and Contract Awards

District staff will evaluate Proposals based on the criteria specified in this RFQ/P and make a recommendation to the Board of Trustees as to the Respondent(s) that can provide the greatest overall benefit to the District and its community.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein, to reject any Proposal as non-responsive, and/or not to contract with any Respondent for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFQ/P, including any supporting materials.

Awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contract(s) only for portions of the scope of work identified herein. In such case, the Respondent(s) will be given the option not to agree to enter into the contract, and the District will retain the right to negotiate with any other Respondent to this RFQ/P.

THANK YOU FOR YOUR INTEREST!

ATTACHMENT "A"

**SUSD FORM INDEPENDENT CONTRACTOR AGREEMENT FOR ELO-P SERVICES
BEHIND THIS SHEET.**

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND

FOR
ELO-P SERVICES

(2024-25 School Year E-Sports Program at [School Site])

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made _____, 2024 ("Effective Date"), by and between the STOCKTON UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and _____, a _____ ("Contractor"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the California Department of Education ("CDE") apportions state funding to local education agencies, including the District, to provide an Expanded Learning Opportunities Program ("ELO-P"), consisting of after-school and/or intersession learning programs for District students, and focusing on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences; and

WHEREAS, District seeks a Contractor to provide ELO-P services for the District's 2024-25 "Expanded Learning Opportunities E-Sports Program" ("E-Sports Program") for District students ("Services") pursuant to Education Code Section 46120 at the District's school site known as _____, and located at _____ in Stockton, California ("School Site"); and

WHEREAS, Contractor desires and agrees to provide ELO-P Services for the District's E-Sports Program at the School Site in the facilities and on the grounds as designated by District; and

WHEREAS, District desires to allow Contractor to deliver the Services at the School Site, as specified herein; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions governing Contractor's provision of the Services.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Services.** Contractor shall provide the Services for the District's E-Sports Program as further described in Exhibit "A", attached hereto and made part of this Agreement at the School Site and within the facilities and on the grounds as designated by District. Use of the School Site by Contractor to deliver the Services shall be subject to the terms and conditions set forth in the attached Exhibit "B".
2. **Term.** The term of this Agreement shall commence on April 1, 2025, and end on June 30, 2025, if not sooner terminated pursuant to the terms of this Agreement ("Term"). Contractor shall provide the Services for the 2024-25 School Year at the School Site on the dates and during the times set forth in Exhibit "A."

3. Compensation. District agrees to pay Contractor a daily fee rate, per student identified by District, in accordance with Exhibit "C", for providing the Services for the E-Sports Program. Compensation to Contractor will consist solely of state ELO-P funding allocated to the District ("ELO-P Funding") and shall not exceed the amount of ELO-P Funding allocated to District.
- A. Contractor understands and acknowledges that ELO-P Funding, including its availability and its amount, is contingent on allocations from the state, and ELO-P Funding to Contractor shall be made subject to the availability and appropriation of ELO-P Funding to District. The amount of ELO-P Funding and the basis of compensation may be subject to change for the Term as determined by the District, in accordance with applicable ELO-P requirements and to account for any allowable costs for the ELO-P that are paid for or provided by District.
 - B. Contractor shall submit a monthly, itemized invoice in accordance with Exhibit "C" for Services actually completed or the portion of the Services for which payment is to be made, to District's Accounts Payable Department, no later than 10 days following the last day of the month. Incomplete or disputed invoices shall be returned to Contractor unpaid and for correction. Payment shall be made for all undisputed amounts based upon the delivery of the Services as determined by District, within thirty (30) days after Contractor submits a detailed invoice to the District, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.
 - C. Contractor shall provide District with the following reports with the monthly invoice of Services rendered:
 - i) Daily enrollment for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student;
 - ii) Daily attendance for the month and school year to date, itemized by grade level and student classification as an English learner or socio-economically disadvantaged student; and
 - iii) Daily sign-in and sign-out sheets for the month;
4. Termination for Cause.
- A. Either Party may terminate this Agreement immediately after the expiration of any applicable cure period for cause. Cause shall include, without limitation, the following, and the Parties shall have the cure periods provided below:
 - i) A default or material violation of this Agreement by either Party if such violation shall continue for forty-five (45) days after written notice is given by either Party to the other Party of such violation; or
 - ii) If, in the reasonable judgment of District, Contractor's acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted at the School Site; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate applicable laws, codes, rules, regulations, or ordinances; (iv) subject or expose District and/or its Board of Trustees ("Board") to liability to others for personal injury or property damage; or (v) unduly disrupt the residents in the surrounding neighborhood, then District shall have the right, in its sole discretion, to terminate this Agreement immediately, unless, at District's sole

option, Contractor cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or

- iii) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency; or
- iv) If ELO-P Funding for any reason is stopped or eliminated, District will provide written notice of termination to Contractor, and Contractor shall cease providing the Services up to either the (i) effective date of the notice or (ii) the date indicated by District in the notice, within District's discretion, and District will compensate Contractor for Services rendered up to the date therein indicated.

5. Program, Staffing and Background Verification.

- A. The Parties acknowledge and agree that Contractor's Program, provided by Contractor at the School Site pursuant to the Joint-Use Agreement, is independent of the Services provided by Contractor for the District's ELO-P pursuant to this Agreement.
- B. Contractor represents that Contractor has the qualifications, knowledge, and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor is solely responsible for being informed of and updated on all ELO-P requirements, providing the Services in compliance with all ELO-P requirements, and maintaining safety when delivering the Services pursuant to this Agreement. Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, including compliance with all ELO-P requirements, District being interested only in the results obtained. Contractor represents that it is duly authorized to provide the Services, and at District request, Contractor shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Contractor shall be solely responsible for obtaining all necessary permits, licenses, and approvals from any and all applicable State, local or other regulatory agencies related to the provision of Services. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary for the Services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any equipment used by Contractor or Contractor's agents, personnel, employee(s), and/or subcontractor(s), even if such equipment is furnished, rented or loaned to Contractor by District.
- C. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. Contractor shall be solely responsible for the hiring of all employees. Contractor shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its employees, staff, agents, volunteers, consultants, and/or subcontractors who may provide the Services.
- D. Prior to commencement of Services, Contractor shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "D" and

shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 or as otherwise may be required for the Services. Contractor shall provide to District written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements prior to each individual's commencement of employment or participation in providing the Services. Contractor shall not allow any person for whom the District has not received satisfactory written verification of compliance to enter the School Site for any purpose related to or arising out of this Agreement at any time that District pupils may be present or otherwise have contact with District pupils.

6. Hold Harmless/Indemnification. To the fullest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless District, its Board and members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all losses, liabilities, claims, suits, damages, expenses, costs, recourses, penalties, fines, liabilities, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, Contractor's use of or presence in, on, or about the School Site, or from any activity, work, or thing done, permitted, or suffered by Contractor, its employees, volunteers, participants, partners, officers, students, clients, members, agents, contractors, customers, guests, attendees, invitees, staff, representatives, servants, concessionaires, or visitors in conjunction with the performance of this Agreement, including, but not limited to, personal or bodily injuries, illnesses, infectious diseases, or bacterial or viral infections, death, property damage, theft, or loss, loss of District's ELO-P Funding or any financial fees or penalties assessed as a result of an audit finding due to Contractor's acts or omissions, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines (including, without limitation, COVID-19 protocols and/or guidelines) unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against District or the Indemnified Parties, Contractor, upon notice from District, shall defend the same at Contractor's expense by counsel selected and approved in writing by District.

7. Insurance.

A. Commercial General Liability Insurance. Contractor shall, during the Term of this Agreement, maintain in force, a combined, single-limit liability commercial general insurance policy with a \$2 million per occurrence and \$4 million aggregate limit of liability for bodily injury and property damage, including products and completed operations, and personal and advertising injury. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Contractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

B. Automobile Insurance. Contractor shall, during the Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board, employees, and agents, at Contractor's expense, as additional insured under such policy. The policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage, including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements,

in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.

- C. Workers' Compensation and Employer's Liability Insurance. During the Term of this Agreement, Contractor shall comply with all provisions of law applicable to Contractor with respect to obtaining and maintaining workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1 million per accident for bodily injury, illness, or disease. Prior to commencement and any renewal of this Agreement, Contractor shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be cancelled or reduced without thirty (30) days prior written notice to District.
- D. Sexual Molestation and Abuse Insurance. Contractor shall, during the Term of this Agreement, maintain in force sexual molestation and abuse coverage with a \$1 million per occurrence, \$3 million aggregate limit of liability. The District, its Board, officers, officials, employees, agents and volunteers shall be named as additional insureds at Contractor's expense under such policy. Such policy shall provide for a thirty (30) day written notice to District of any cancellation or reduction of coverage. Contractor agrees to provide District an original certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement, upon each policy renewal, and upon request of District during the Term of this Agreement.
- E. Property Insurance. Contractor acknowledges and understands that the insurance to be maintained by District on the School Site will not insure any of Contractor's equipment or personal property. Accordingly, Contractor shall, at its own expense, maintain in full force and effect an insurance policy on all of its equipment and personal property in, about, or on the School Site. Said policy is to be for "All Risk" coverage insurance, at full replacement cost with no coinsurance penalty provision.
- F. Other. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District. Each insurance policy required by this Agreement shall: (i) be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A: VII; (ii) not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to District; and (iii) contain a clause waiving all rights of subrogation against District, its Board, members of the Board, and elective or appointive officers or employees, when acting within the scope of their employment or appointment. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. The Parties agree that any insurance maintained by District will apply in excess of, and not contribute with, insurance provided by the policies required by this Agreement. With respect to self-insured retentions, self-insured retentions must be declared to and approved by the District. At the option District, either: (i) the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the District, its Board, its officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. District reserves the right to modify the requirements of this Section at any time, including limits,

based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. Assumption of Risk. Contractor understands and acknowledges that, due to COVID-19, there are certain risks inherent in visiting public spaces, such as the School Site, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, disease, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Contractor agrees that District cannot ensure the safety of Contractor or Contractor's employees, volunteers, partners, officers, members, agents, contractors, guests, attendees, staff, family, heirs and visitors from risks associated with COVID-19 or other related or similar pandemics or other infectious diseases, sickness, or ailments. Contractor, on behalf of itself and its employees, volunteers, partners, officers, members, agents, contractors, guests, attendees, staff, family, heirs and visitors, and all other related persons, agents, and entities (collectively and individually, "Contractor's Contacts"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK (KNOWN AND UNKNOWN) OF ACCIDENT, PERSONAL OR BODILY INJURY, SICKNESS, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, HOSPITALIZATION, LOSS OF PERSONAL PROPERTY, QUARANTINES, AND/OR DEATH AND ALL RELATED COSTS AND EXPENSES to Contractor or any member of Contractor's Contacts from, or in any way associated with, COVID-19 or other related or similar pandemic or infectious disease, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with Contractor's or Contractor's Contact's use of or presence in, upon, or about the School Site. This assumption of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.
9. Waiver & Release from Liability. To the fullest extent permitted by California law, Contractor releases District, its Board and individual members of the Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (collectively, the "District") from and against any and all actions, claims, suits, demands, costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines, harms, and liabilities of any kind, nature, and description ("Claims") directly or indirectly resulting from, arising out of, or in any manner connected with Contractor's use of or presence in, upon, or about the School Site or Contractor's performance of the Agreement, including, but not limited to, the risks from COVID-19. Contractor understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of the District, whether a COVID-19 infection or exposure occurs before, during, or after Contractor's use of the School Site. This waiver and release is intended to discharge the District against any and all liability arising out of or connected in any way with Contractor's use of the School Site, even though that liability may occur or arise out of the negligence or carelessness on the part of the District. Contractor understands that, by signing this Agreement, Contractor is releasing claims and giving up substantial rights, including the right to such, and acknowledges that Contractor is doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.
10. Cooperation with Other Occupants of the School Site. It is understood and recognized by Contractor that the School Site will be used by other parties, including District, and Contractor shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, etc.
11. Tuberculosis Risk Assessment/Testing and Immunizations. Contractor agrees to have its employees and employees of its subcontractors submit to a Pre-K and K-12 Tuberculosis Risk Assessment Questionnaire and Certificate of Completion Form from the California Department of Public Health. A licensed health care provider, including registered nurses, must administer the assessment within 60 days of hire. If tuberculosis risk factors are identified, a TB test is

required. Contractor shall also comply with the licensing requirements of California Health & Safety Code Section 1596.7995 by requiring that all of Contractor's employees and employees of its subcontractors be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Contractor shall maintain written documentation that all employees have satisfied this requirement and shall make such records available, upon request of the District. Contractor further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Contractor's admittance of children in child care or preschool programs, including California Health & Safety Code section 120325, *et seq.*

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

STOCKTON UNIFIED SCHOOL DISTRICT
56 South Lincoln Street
Stockton, CA 95203
ATTN: Ms. Joann Juarez, Interim CBO
Email: JoannJuarez@stocktonusd.net

[CONTRACTOR NAME]
[Address]
[City, State Zip]
ATTN: [Name, Title]
Email: [Email]

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

13. Assignment. Contractor shall not assign its rights, duties or privileges under this Agreement, without the written consent of District. Any such attempt without District written consent shall be void.
14. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.
16. Attorneys' Fees. In the event of any dispute under this Agreement, or the default by any Party of that Party's obligations hereunder, then each Party shall be responsible for its own attorneys' fees.
17. Venue. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
18. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Interpretation. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
21. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
22. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
24. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
25. Non-Discrimination. Contractor and its employees shall not discriminate against any person because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age, mental or physical disability, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, or military or veteran status. Contractor covenants to meet all requirements of District pertaining to non-discrimination in employment. If Contractor is found in violation of the non-discrimination provision of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the conduct of its activities under this Agreement by the State of California Fair Employment Practices Commission or the equivalent federal agency or officer, it shall thereby be found in default of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

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

Dated: _____, 2024

Dated: _____, 2024

Stockton Unified School District

[CONTRACTOR]

By: _____
Joann Juarez, Interim CBO

By: _____
Print Name _____
Title _____

Information regarding Contractor:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

Employer Identification and/or
Social Security Number

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

EXHIBIT "A"

SERVICES

[Scope of Services may be revised upon Contract Award
to include elements of Contractor's proposal that are acceptable to District.]

Contractor shall operate the District's ELO-P in conformance with the following specifications and applicable state law:

1. Services shall be provided to all students identified by the District. In no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for any indoor facilities used by Contractor, nor shall enrollment exceed the maximum capacity permitted under Contractor's license as applicable. Any additional activities other than the Services provided for the E-Sports Program shall only be permitted with the prior express written approval and consent of District. District may, at its sole discretion, assess a surcharge to cover the additional impact on the School Site of any change to Contractor's Services in an amount to be separately agreed by District and Contractor.
2. Contractor shall promote the development of leadership, teamwork, strategy, and digital literacy in District students through customized and structured gaming programs for each student or small group, informed by formative assessments, behavioral progress reports, and teacher input; implement research-based instructional strategies aligned with state standards; focus on building collaboration and communication skills; emphasize physical health, mental wellness, and social skills; and provide flexible scheduling options, including before-school, after-school, and weekend availability to accommodate students' needs.
3. Contractor should be prepared to provide Services on-site or at designated community locations preapproved by District, while also providing Services virtually using remote learning options on District approved online platforms, with secure and consistent access to instructional materials.
4. Staffing Ratios. Contractor must maintain a staff to pupil ratio of 1:20, unless working with TK/K pupils, where the staff to pupil ratio must be at least 1:10. Mixed pupil groups that include any TK/K pupils shall adhere to the 1:10 staff to pupil ratio requirement.
5. ELO-P Plan. District's Board approved the "Expanded Learning Opportunities Program Plan Guide", attached hereto as Exhibit "A-1" ("E-LOP Plan"), which applies to District's ELO-P at all school sites, including the School Site where Contractor provides the Services. Contractor shall comply with the ELO-P Plan as applicable to Services provided by Contractor for the District's E-Sports Program.
6. Attendance. Contractor shall maintain accurate daily student attendance in compliance with all ELO-P requirements and submit them to the District upon request or as required by this Agreement. Failure to maintain attendance may result in non-renewal or early termination of this Agreement.
7. ELO-P Requirements.
 - a. Contractor shall provide the Services in accordance with Education Code Section 46120 and any and all applicable state regulations and audit requirements that is currently or may become effective during the Term of this Agreement.
 - b. The Services shall comply with the following requirements:
 - a. The ELO-P activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. Each component of the ELO-P shall consist of the following two elements:

- i. An educational and literacy element in which tutoring or homework assistance is provide in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
- ii. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.
- b. Contractor shall provide Services to students with disabilities and shall cooperate with District's Special Education Department to determine the needs and services and provision thereof for children requiring additional support or services based on reasonable accommodations.
- c. ELO-P shall comply with the program requirements set forth in subdivision (b) of Education Code Section 46120, including that ELO-P shall include the following:

On schooldays identified by the District, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no fewer than nine (9) hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day. Contractor and District will work cooperatively to establish an ELO-P schedule that complies with these requirements, with Contractor providing the Services necessary to fulfill the required time for ELO-P for each school day.
- d. Contractor shall not charge any family fees for students to be enrolled in the District's E-Sports Program ELO-P.
- e. Contractor shall cooperate with District in regard to any audit conducted pursuant to Education Code Section 41020 to determine compliance with the programmatic requirements of subdivision (b) of Section 46120. Fiscal data, including attendance data, evaluation data, and any additional requested data must be accurate and provided to District in a timely manner. Contractor shall be responsible for reimbursing the District for any loss of ELO-P Funding, or for the payment of any financial fees or penalties, that result from any and all audit findings due to the acts or omissions of Contractor.

At Contractor's sole cost and expense, Contractor shall maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- f. Snacks shall be provided by Contractor, and shall comply with the nutrition standards set forth in The Pupil Nutrition, Health, and Achievement Act of 2001 (Education Code Sections 49430–49434). Any meals made available shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code Section 1766).

8. Other Programmatic and Staffing Requirements.

- a. District may conduct unannounced site visits to oversee program quality. Contractor's Services shall maintain full compliance with all applicable District and licensing requirements that is currently or may become effective. Contractor shall be properly registered and licensed with and by the State of California and any other governmental agency as may be required by law, and Contractor's use the School Site to offer the Services shall comply with the terms of the Agreement, all District Policies, rules and regulations, and any regulation, order, law, statute, or ordinance of a governmental agency having jurisdiction over the Services and use of the School Site and facilities.
- b. Health and Safety. Contractor agrees that it will deliver the Services offered in a competent, safe, sanitary and efficient manner at least comparable to other well-managed operations of a similar type. Contractor shall comply with all legal obligations, as well as all local, state, and federal laws and regulations, in delivering the Services. Contractor represents that it is qualified to deliver the Services. Contractor shall be solely responsible for all aspects of the Services, including the enrollment of students, the recruitment, employment, and training of employees, the payment of employment, income, sales, and the collection of fees in accordance with all applicable laws. Contractor shall develop and observe security measures to protect children enrolled in the program and provided the Services, including but not limited to emergency contact information, sign-in/sign-out procedures, and a visitor sign-in log, and otherwise as required by law.
- c. Contractor, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and applicable licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Contractor's activities on the School Site.
- d. Contractor shall at all times retain active, qualified, competent, and experienced personnel to supervise Services and to represent and act for Contractor. Contractor shall require its personnel to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Contractor shall not allow any person(s) in or about the School Site to use offensive language and/or act in a boisterous or otherwise improper manner. Contractor shall maintain a close check over Contractor's personnel to ensure the maintenance of a high standard of service to the public. Contractor shall replace any employee whose conduct is detrimental to the best interests of the public. Such employee shall be replaced pursuant to the following standards:
 - i) If, in the reasonable judgment of District, Contractor's employee(s) represent an immediate threat to the health, welfare or safety of the children of the District, District's students, staff, or the public, or if Contractor's employee(s) acts or omissions violate applicable laws, codes, rules, regulations, or ordinances, or otherwise subject or expose District to liability to others, Contractor shall replace the employee(s) immediately and shall not employ said employee(s) with the Services or on the School Site which are the subject of the Agreement.
 - ii) If Contractor's employee(s) engage in conduct or behavior which interferes with the educational program or activities of the District on the School Site, unduly disrupts the residents of the surrounding neighborhood, or otherwise is detrimental to the best interest of the public, District may provide Contractor with a written statement of complaint describing the conduct or behavior complained of and the corrective action required to resolve the complaint. If, in the reasonable judgment of District, the complaint has not been satisfactorily resolved within thirty (30) days of receipt by Contractor, the employee shall be replaced immediately and shall not be employed on the School Site.

9. Confidentiality.

- i. The Parties acknowledge that they may be exposed to confidential and proprietary information of the other including, without limitation, student records, curriculum and instructional materials, other technical information (including functional and technical specifications, designs, analysis, research, processes, computer programs, and methods), business information (including marketing, financial, and personnel information), intellectual property, trade secrets, and other information designated as proprietary or confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the Contractor, (ii) information in the public domain through no wrongful act, (iii) information received from a third party who was free to disclose it, or (iv) information subject to disclosure pursuant to the California Public Records Act (Gov. Code, § 7920.000 *et. seq.*), court issued subpoena, or other applicable federal or state law.
- ii. The Parties shall maintain the confidentiality of all Confidential Information received in the course of this Agreement and comply with all state and federal laws concerning the maintenance and disclosure of such Confidential Information, including, without limitation, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. § 99.1 *et. seq.*) (collectively, "FERPA"), and California Education Code Sections 49073-49079.9. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- iii. Covenant Not to Disclose or Misuse Confidential Information. Each Party agrees that, with respect to the other Party's Confidential Information, it shall not, without the other Party's prior written approval, use, disclose to third parties, alter, or remove the Confidential Information in a manner not expressly authorized by this Agreement except as approved in advance by the owner of the information, or as required to comply with federal or state laws or regulations, including without limitation, the California Public Records Act. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own confidential information.
- iv. Student Records. District may disclose to Contractor information from student education records as permitted by 34 C.F.R. Section 99.31, as Contractor has "a legitimate educational interest" in providing the Services for the District's ELO-P pursuant to this Agreement. Contractor shall be considered to be under the direct control of the District for the limited purpose of Contractor's use and maintenance of student records in order to meet requirements of FERPA and California Education Code. Contractor shall comply with the relevant requirements of FERPA, California Education Code Sections 49073-49079.9, and all other applicable federal and state laws regarding the confidentiality of personally identifiable student information provided by the District. Contractor shall not release any information contained in student records without District's prior written approval. To protect the confidentiality of student records provided by the District, Contractor will limit access to such records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement. Upon termination of this Agreement, Contractor shall return to the District all originals and/or copies of student records, in hard copy or electronic format, that it may access in performing Services. All student records shall remain the property of the District.

[END OF EXHIBIT "A"]

EXHIBIT "A-1"
ELO-P PLAN

All ELO-P Plans approved by the District's Board during the Agreement's Term are available online at www.stocktonusd.net/StepUp and shall be incorporated into this Agreement as Exhibit "A-1" by this reference.

[END OF EXHIBIT "A-1"]

EXHIBIT "B"
USE OF SCHOOL SITE

Use of School Site by Contractor to deliver the Services shall be subject to the following terms and conditions:

1. Title to School Site. The Parties acknowledge that title to the School Site is held by the District. Nothing contained in this Agreement shall constitute an agreement by District to subject its fee interest in the School Site to any lien.
2. Damage to School Site. Contractor shall promptly report to District any damage or disrepair of District improvements known to Contractor and/or caused or discovered by Contractor during Contractor's use of the School Site.
3. Condition of School Site. Contractor hereby acknowledges, understands, and agrees that the use of the School Site by Contractor is on an "AS-IS", "WHERE-IS" and "WITH ANY AND ALL FAULTS" basis, subject to any and all existing easements and encumbrances, without representation or warranty by District or its agents, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for the provision of Contractor's Services, and Contractor expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. Contractor acknowledges that prior to using the School Site, Contractor shall inspect the area of use, including appurtenant facilities or grounds, and by entry into the School Site pursuant to this Agreement, Contractor stipulates and agrees that the School Site is clean, safe, and in usable condition, that Contractor is satisfied with the condition, suitability, and fitness thereof, and accepts the School Site as being in good and sanitary order, condition, and repair and in the condition existing as of the commencement date of this Agreement. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the School Site. Applicant expressly waives any and all claims for defects in the School Site, including any latent defects therein.
4. Contractor Improvements or Alterations. Contractor shall not construct or cause to be constructed on the School Site any improvements or alterations of any kind without the prior written approval of District. Contractor shall, at its own expense, obtain all necessary environmental and governmental approvals and permits, including, without limitation, any necessary approvals from the Division of the State Architect ("DSA"), and any local authority including any site, grading, zoning, design review, and other required permits or approvals, if applicable, prior to commencing construction, and shall provide District with evidence of approval by all applicable governmental agencies. All contractors and subcontractors of Contractor, if any, shall be duly licensed and registered in the State of California. Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the construction or installation of any improvements that are performed by Contractor or on Contractor's behalf, including, without limitation, prevailing wage requirements. Contractor shall be solely responsible for maintaining the improvements installed thereon during the Term of this Agreement and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Contractor's equipment, including play equipment or other personal property.
5. Signs. Contractor may, at Contractor's cost, place Contractor's signs on or at the School Site, and otherwise to advertise the Services, provided Contractor obtains the approval

and consent of District regarding content, size, and placement of signs, which approval and consent shall not be unreasonably withheld. All signs shall comply with District Policies and local governmental ordinances pertaining thereto. Throughout the Term of this Agreement, Contractor shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Contractor shall remove any signs which it has placed on the School Site, and shall repair any damage caused by the installation or removal of those signs.

6. Title to and Removal of Contractor's Equipment. Title to Contractor's equipment, personal property, chattels, fixtures and/or improvements ("Contractor's Equipment") on the School Site shall be held solely by Contractor. All of Contractor's Equipment shall remain the personal property of Contractor and shall not be treated as real property or become a part of the School Site. District shall have no maintenance or repair obligations with respect Contractor's Equipment. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Contractor shall remove Contractor's Equipment, at its sole expense. Contractor shall repair any damage to the School Site, caused by said removal and restore the area to good condition, less ordinary wear and tear.

In the event that Contractor fails to timely remove Contractor's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Contractor or any person or entity claiming under Contractor, either (1) accept ownership of Contractor's Equipment with no cost to the District, or (2) remove and/or dispose of Contractor's Equipment at Contractor's sole cost. In the event that the District chooses to accept ownership of Contractor's Equipment, Contractor shall execute any necessary documents to effectuate the change in ownership of Contractor's Equipment to District. In the event that the District removes and/or disposes of Contractor's Equipment, Contractor shall pay all costs for the removal and/or disposal of Contractor's Equipment within thirty (30) days of receipt of an invoice.

7. Restoration Following Use. Following Contractor's use of the School Site, Contractor shall be responsible for restoring the area of use, and other portions of the School Site utilized by Contractor to provide the Services, to its condition that existed prior to Contractor's use with no damage thereto, reasonable wear and tear accepted.
8. Prohibited Uses and Restrictions.

A. The following uses and types of activities are prohibited on the School Site: (1) Any use or activity which involves the possession, serving, consumption, use, and/or sale of alcoholic beverages, illegal drugs, narcotics, intoxicants, marijuana or synthetic marijuana, tobacco products, including, without limitation, vaporized or e-cigarettes, and/or other restricted substances; (2) Any use or activity which involves gambling and/or the conducting of games of chance; (3) Any use or activity which is inconsistent with the use of the School Site for the Services expressly stated herein, the use of the School Site for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork; (4) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (5) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (6) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the School Site be used for any unlawful purpose; (7) Any use or activity which is inimical or contrary to public morals,

good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (8) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (9) Any use or activity which would, in the sole discretion of District, injure or damage the School Site, school facilities, grounds, equipment, or other school or District property; (10) Any use or activity which may cause an increase in the existing rate of insurance upon the School Site or cause the cancellation of any insurance policy covering the School Site; (11) No animals of any kind are allowed on the School Site except for certified service animals or unless otherwise required by law; (12) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the School Site; and (13) Contractor shall not commit or suffer to be committed, any waste upon the School Site, or place any harmful substances, whether solid, liquid or gaseous, in the plumbing, sewer, or storm water drainage systems of the School Site.

B. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the School Site except in trash containers designated for that purpose. Additionally, Contractor shall comply with all environmental and hazardous materials laws, and shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the School Site. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCBs, and any material or substance which is: (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30, et seq.; (ii) defined as "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601, et seq. As used herein, the term "hazardous materials law" means any statute, law, ordinance, or regulation of any governmental body or agency, including, without limitation, the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services, which regulates the use, storage, release, or disposal of any Hazardous Material.

C. When parking at the School Site, Contractor and its participants, employees, agents, volunteers, licensees, and invitees must park in designated parking locations and drive on designated roadways. Under no circumstances shall Contractor or its participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. Contractor shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the School Site by Contractor or its participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the School Site, and Contractor assumes the entire risk of lost and theft with respect to property placed at the School Site by Contractor or on its behalf.

9. Cooperation with Other Occupants of the School Site. It is understood and recognized by Contractor that the School Site will be used by other parties, including District, and

Contractor shall cooperate with the other parties in reaching amicable arrangements regarding matters of concern, such as use of common areas, security measures, etc.

10. Taxes and Assessments. It is understood and agreed that all taxes, costs, expenses, assessments, levies, possessory interest taxes, late charges, and other charges and governmental fees, general and special, ordinary and extraordinary, unforeseen as well as foreseen of any kind or nature whatsoever, which prior to or during the Term of this Agreement become due and payable upon Contractor's use of the School Site or upon fixtures, equipment, or other property installed or constructed thereon, or which Contractor is otherwise required to pay hereunder, shall be the full responsibility of Contractor, and Contractor shall pay all sums prior to delinquency. Contractor is responsible for any interest and penalties that may accrue thereon in the event of Contractor's failure to pay such amounts, along with all reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Contractor or failure on Contractor's part to comply with the terms of this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.
11. Construction Related Accessibility Standards. Pursuant to Civil Code section 1938, District states that the School Site has not undergone inspection by a Certified Access Specialist (CASP).

[END OF EXHIBIT "B"]

EXHIBIT "C"
FEES

District agrees to pay Contractor for each student eligible for the E-Sports Program, as identified by the District, who actually attends the E-Sports Program. District will pay Contractor on a monthly basis at the daily rates per student, according to student grade level, as shown in the chart below.

<u>Student Grade Level</u>	<u>Daily Rate per Student</u>
TK and Kindergarten	_____ and 00/100 Dollars (\$__.00)
Grades 1-12	_____ and 00/100 Dollars (\$__.00)

[END OF EXHIBIT "C"]

EXHIBIT "D"
CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I, the undersigned, certify to the Board of Trustees of the **Stockton Unified School District** ("District") that I am familiar with the facts herein certified, I am a representative of _____ ("Contractor"), and I am duly authorized and qualified to execute this certificate on behalf of Contractor. I certify that Contractor has taken the following action with respect to the Independent Contractor Agreement ("Agreement"):

The box below must be checked with regard to Contractor and Contractor's personnel (officers, principals, paid or unpaid employees, staff, agents, representatives, volunteers, consultants, contractors, vendors, subconsultants, and subcontractors of Contractor who will enter the District's Property) ("Contractor's Personnel") and the arrangements verified by an authorized representative of District.

- ☐ Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's Personnel who may have contact with District pupils not under the immediate supervision of a pupil's parent, guardian, or District employee during the Term of the Agreement (including any renewed term if applicable), and the California Department of Justice has determined (A) that none of Contractor's Personnel have been convicted of a felony, as that term is defined in Education Code section 45122.1, and/or (B) that the prohibition does not apply to Contractor's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. **A complete and accurate list of Contractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Contractor's Personnel shall not enter District's property until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Contractor's responsibility for background clearance extends to all of its employees, staff, volunteers, agents, representatives, and officers and all of its vendor's, consultant's, contractor's, subconsultant's, and subcontractor's employees, staff, volunteers, agents, representatives, and officers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Contractor.

By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contractor's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contractor's Personnel throughout the duration of the Agreement. **A list of Contractor's Personnel is provided below.**

List of Contractor's Personnel/Volunteers

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel/volunteers, attach additional copies of this page.

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

[END OF EXHIBIT "D"]