



REQUEST FOR PROPOSALS

**GENERAL CHILDCARE AND DEVELOPMENT PROGRAM
("CCTR"),
AFTER SCHOOL EDUCATION AND SAFETY PROGRAM
("ASES"),
AND EXPANDED LEARNING OPPORTUNITIES PROGRAM
("ELO-P") SERVICES
(SCHOOL-AGE PROGRAMS)**

RFP # _____

ISSUED: JANUARY 6, 2026

RFP FOR GENERAL CHILDCARE AND DEVELOPMENT PROGRAM ("CCTR"), AFTER SCHOOL EDUCATION AND SAFETY PROGRAM ("ASES") AND EXPANDED LEARNING OPPORTUNITIES PROGRAM ("ELO-P") SERVICES

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ATTACHMENTS:

- A. Subcontract for General Childcare and Development (CCTR) Services**
- B. CDSS Funding Terms and Conditions (FT&C) for CCTR**
- C. CDSS Program Requirements for CCTR**
- D. Independent Contractor Agreement for ASES and ELO-P Services**

NOTICE OF REQUEST FOR PROPOSALS
**RFP FOR GENERAL CHILDCARE AND DEVELOPMENT PROGRAM ("CCTR"), AFTER
SCHOOL EDUCATION AND SAFETY PROGRAM ("ASES"), AND EXPANDED LEARNING
OPPORTUNITIES PROGRAM ("ELO-P") SERVICES**

(SCHOOL-AGE PROGRAM)

RFP # _____

NOTICE IS HEREBY GIVEN that Sausalito Marin City School District ("District") is requesting proposals from interested and qualified organizations to provide services for the District's General Childcare and Development Program ("CCTR"), After School Education and Safety Program ("ASES"), and Expanded Learning Opportunities Program ("ELO-P") School-Age Program, serving children ages 4 to 14 (grades TK through 8), during the 2026-27 school year, at the District's Dr. Martin Luther King Jr. Academy Nevada Campus, located at 636 Nevada Street in Sausalito, California.

Respondents to this Request for Proposals ("RFP") should submit an electronic version of their proposal and all other documents required by this RFP ("Proposal") in PDF format via email with the subject "CCTR/ASES/ELOP School-Age RFP - [Respondent's Name] Proposal" to:

Elizabeth Henry, Director of Instruction
ehenry@smcsd.org

FAXED OR MAILED RESPONSES WILL NOT BE ACCEPTED.

ALL PROPOSALS ARE DUE BY 5:00 P.M. ON FRIDAY, FEBRUARY 13, 2026. Any Proposal received after that date and time will not be accepted.

If you have any questions regarding this RFP, please contact Elizabeth Henry, Director of Instruction by emailing ehenry@smcsd.org no later than 3:00 P.M. on Monday, January 26, 2026. Questions must be submitted in writing and answers will be posted on the District's website at <https://www.smcsd.org> under the "About Us" tab by 5:00 P.M. on Wednesday, January 28, 2026.

RESPONDENTS ARE RESPONSIBLE FOR READING THIS RFP IN ITS ENTIRETY. Each Proposal must conform and be responsive to the requirements set forth in this RFP. 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 RFP 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 RFP. All Respondents will be responsible for obtaining any addendums to the RFP which will be posted in the same manner as the RFP documents. No Proposal shall be withdrawn for a period of sixty (60) days after it is submitted to the District.

RFP SCHEDULE

EVENT	DATE
RFP Issued	Tuesday, January 6, 2026
Deadline for Questions from Respondents	Monday, January 26, 2026, 3:00 PM
Responses to Questions Published on District's Website	Wednesday, January 28, 2026, 5:00 PM
Deadline to Submit Proposals	Friday, February 13, 2026, 5:00 PM
Evaluation Period	Begins Week of February 16, 2026
Interviews (if any)	Week of February 23, 2026
Letter of Intent to Award Contract(s)	Monday, March 2, 2026
Board Meeting for Award of Contract(s)	Thursday, March 12, 2026

The District reserves the right to change the dates on the RFP Schedule without prior notice.

RFP INSTRUCTIONS

I. INTRODUCTION

The Sausalito Marin City School District ("District") is a California public school district located in southern Marin County that serves students in TK through 8th grade, the majority of which are residents of Marin City and Sausalito. The District serves approximately 265 students at its Dr. Martin Luther King, Jr. Academy's Nevada Campus.

The District is seeking Proposals in response to this Request for Proposals ("RFP") from licensed and experienced child care providers to operate the District's CCTR Program, After School Education and Safety ("ASES") Program, and Expanded Learning Opportunities Program ("ELO-P") for school-age children in grades TK through 8 (4 to 14 years of age) (collectively, "Program"). The Program will be offered at the District's Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, for the 2026-2027 school year (beginning on July 1, 2026, and ending June 30, 2027).

While Respondents may submit a Proposal for either or both: (i) the CCTR Program, and (ii) the ASES & ELO-P Programs, the District prefers a single child care provider to operate a single, comprehensive program covering all scopes.

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 RFP is not an offer by the District to contract with any party responding to this RFP. 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 RFP. The District also reserves the right to amend this RFP as necessary. This RFP does not commit the District to select any entity and the District makes no representation that participation in the RFP 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 RFP. 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 RFP and that no respondent will be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in any consideration leading to the award of a 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 RFP and ending on the date of the award of a contract, no person, or entity responding to this RFP, 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 RFP, 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 District representative authorized to receive such inquiries as identified in this RFP. 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 RFP, 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 SERVICES

The District is seeking Proposals in response to this RFP from licensed and experienced child care providers to operate the District's General Childcare and Development ("CCTR") Program, After School Education and Safety ("ASES") Program, and Expanded Learning Opportunities Program ("ELO-P") for school-age children in grades TK through 8 (4 to 14 years of age)(collectively, "Program"). The Program will be offered at the District's Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, for the 2026-2027 school year (beginning on July 1, 2026, and ending June 30, 2027).

While Respondents may submit a Proposal for either or both: (i) the CCTR Program, and (ii) the ASES & ELO-P, the District prefers a single child care provider to operate a single, comprehensive Program. The final scope of services to be provided will be based on the selected Respondent's Proposal, which will be incorporated into the form of agreements attached to this RFP as **Attachment "A" (Subcontract for General Childcare and Development (CCTR) Services)** and **Attachment "D" (Independent Contractor Agreement for ASES and ELO-P Services)** (each and "Agreement," and together the "Agreements"). Respondents are required to fully review the Agreements and be familiar with and understand the requirements set forth and referenced in the Agreements prior to submitting a Proposal.

A. CCTR Program

The District will be renewing its state funding for CCTR for the 2026-27 school year. The state funding is allocated by the Child Care and Development Division of the California Department of Social Services with the purpose of building and strengthening an equitable, comprehensive, quality, and affordable child care and development system for children and families. Accordingly, the intent of the state funding is to expand full-day/full-year CCTR services to eligible children, based on the needs of families in the communities served by the District and based on priorities set forth in law.

District students will be served in the CCTR Program, however, the program should accommodate any eligible children. The CCTR services will be provided to eligible children, as defined in California Welfare and Institutions Code ("WIC") Section 10213.5i and WIC Section 10213.5(l)(2).

Any organization selected as a result of this RFP would be a subcontractor of the District to provide the CCTR services to eligible children, according to state funding and programmatic requirements set forth in an agreement between District and CDSS and in CDSS requirements and applicable law. Any subcontract proposed to be awarded is subject to CDSS approval, an effective contract between the CDSS and the District, state allocation of CCTR funding, and the terms and conditions required by CDSS for CCTR funding. Any renewal of an approved subcontract will also be subject to CDSS approval and state allocation of CCTR funding.

The **CDSS Funding Terms and Conditions (FT&C) for CCTR** attached to this RFP as **Attachment "B,"** and the **CDSS Program Requirements for CCTR** attached to this RFP as **Attachment "C,"** are those currently in effect for the 2025-2026 school year, and any updated CDSS FT&C and Program Requirements for CCTR issued for and effective for the 2026-27 school year shall be incorporated into any Agreement awarded as a result of this RFP. The selected subcontractor is also required to follow all requirements in the federal School Accounting Manual as well as the CDSS Audit Guide, both available on the CDSS web page: <https://cdss.ca.gov/inforesources/child-care-and-development>.

Current student enrollment in CCTR for the 2025-26 school year is 50 children, with a total of Five Hundred Forty-Four Thousand and 00/100 Dollars (\$544,000.00) allocated to the District for the program. Student enrollment and funding amounts are provided to give Respondents an approximation and is not guaranteed for the 2026-27 school year. While the amount of funding for CCTR will not change for the 2026-27 school year, the compensation to be provided to the awarded subcontractor will be based on the Proposal selected.

B. ASES Program and ELO-P

ASES and ELO-P are state funded by the California Department of Education ("CDE") with the purpose to provide expanded learning programs afterschool during regular school days and during intersession and summer breaks. The ASES Program is governed by Education Code Section 8482, and ELO-P pursuant to Education Code Section 46120.

The ASES and ELO-P expanded learning activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. The program should be pupil-centered, results driven, including community partners, and complement (but do not replicate) learning activities in the regular school day. Each component of the program shall consist of the following two elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

The District encourages its ASES and ELO-P provider to create partnerships with local community resources to provide literacy, academic enrichment and safe constructive alternatives for students.

Pursuant to Education Code section 8482.6, the program may charge family fees provided that such fees shall be on a sliding scale that considers family income and ability to pay. Program fees and sliding scale shall be subject to District approval. Fees shall be waived for children who are English language learners, eligible for free or reduced-priced meals, for a child that is a homeless youth as defined by the federal McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a), or for a child who is known to be in foster care.

Current student enrollment in ASES/ELO-P for the 2025-26 school year is 120 children, with a total of Two Hundred Ninety-Eight Thousand, Four Hundred Forty-Eight and 00/100 Dollars (\$298,448.00) allocated by the District for the program: ASES funding in the amount of One Hundred Thirty Thousand, Six Hundred Two and 00/100 Dollars (\$130,602.00); and ELO-P funding in the amount of One Hundred Sixty-Seven Thousand, Eight Hundred Forty-Six and 00/100 Dollars (\$167,846.00). Student enrollment and funding amounts are provided to give Respondents an approximation and is not guaranteed for the 2026-27 school year. The CDE will be establishing the funding amount to be allocated to the District for the 2026-27 school year in March of 2026. The compensation to be provided to the awarded contractor will be based on the final amount allocated to District by the CDE and the Proposal selected.

C. District Program Requirements

CCTR, ASES, and ELO-P Services should be provided Monday through Friday with the program operating after school and during 30 intersession days. The District's goal is to ensure District's families and students have the access they need to childcare year round, not just during the school year, so that they may overcome the barriers they face, to provide opportunity and supportive spaces.

Meals and snacks shall be provided to Program participants and shall conform to the nutrition standards in The Pupil Nutrition, Health, and Achievement Act of 2001 (Education Code Sections 49430–49434) 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 United States Code Section 1766).

District encourages Respondents to include in their Proposal whether the Respondent proposes to fundraise, seek grant funds, subsidize tuition, offer no cost tuition, or other means of supplementing the state funding and creating accessibility to the program.

The service delivery model must offer comprehensive services. The curriculum for the Program must be rooted in the rich cultural and historic vibrancy of the District's community and connection to community resources, parent education, referrals to health and social services for families, and complement the District's community school model and services. As well as providing academic support, the Services will have a strong emphasis on the creative arts (e.g., music, dance, spoken word, drama and art).

Any organization selected must have experience working with families and students from a multiethnic and diverse cultural background in the District's community. The District's current school-age enrollment for the 2025-26 school year is: 35 TK students (ages 4-5), 22 Kindergarten students (ages 5-6), 24 1st grade students (ages 6-7), 27 second grade students (ages 7-8), 23 third grade students (8-9), 25 4th grade students (ages 9-10), 28 5th grade students (ages 10-11), 29 6th grade students (ages 11-12), 31 7th grade

students (ages 12-13) and 15 8th grade students (age 13-14). Of District's current school age students, 143 are low income, homeless or foster youth.

The District's student enrollment consists of approximately 27% African American students, 25.5% Hispanic or Latino students, 30.1% white students, 6.4% Asian students, 16% English Learners, 18% Special Education students. District's students speak: Spanish, Urdu, Farsi (Persian), Gujarati, Arabic, Hindi, French, Portuguese, Castilian Spanish, Vietnamese, Russian, among others. The majority of District's families work in trades, retail, food service, education. Many of District's families come from high trauma backgrounds, live in public housing, and/or come from immigrant backgrounds. The District's families often need transportation to and from school, support with attendance, chronic absenteeism, clothes, food, access to health care and mental health supports, life skills, mentoring, healthy eating and exercise, parenting classes, volunteer training, leadership training, job training, and education.

IV. REQUIRED INFORMATION AND FORMAT

Organizations responding to this RFP 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 "Organizational Information", and so forth).

While Respondents may submit a Proposal for either or both (i) the CCTR Program, and (ii) the ASES & ELO-P, the District prefers a single child care provider to operate a single, comprehensive program.

Respondents shall e-mail an electronic copy of their Proposal in PDF format with the subject "CCTR/ASES/ELOP School-Age RFP - [Respondent's Name] Proposal" to Elizabeth Henry, Director of Instruction at ehenry@smcsd.org no later than the submission date indicated in this RFP's schedule.

The Proposal is to demonstrate the qualifications, competence, and capacity of the organization. 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.
- Whether the Respondent's Proposal is submitted either for CCTR or ASES/ELO-P or for both CCTR and ELO-P.
- 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:
 - o "[INSERT RESPONDENT'S NAME] received a copy of the District's form of Subcontract for General Childcare and Development (CCTR) Services attached as Attachment "A" to the RFP, and the District's form of Independent Contractor Agreement for ASES and ELO-P Services attached as Attachment "D" to the RFP (each an "Agreement," and together the

"Agreements"). [INSERT RESPONDENT'S NAME] has reviewed the indemnity provisions and insurance provisions contained in the Agreement(s). If given the opportunity to contract with the District, [INSERT RESPONDENT'S NAME] has no objections to the use of the Agreement(s)."

OR

- o "[INSERT RESPONDENT'S NAME] received a copy of the District's form of Subcontract for General Childcare and Development (CCTR) Services attached as Attachment "A" to the RFP, and the District's form of Independent Contractor Agreement for ASES and ELO-P Services attached as Attachment "D" to the RFP (each an "Agreement," and together the "Agreements"). [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(s), listed in detail in the Appendix to this Proposal."
- o **Any objections and proposed changes to the Agreement(s) attached hereto as Attachment "A" and/or Attachment "D" may be the subject of inquiry during the evaluation process and may be considered waived if not raised in the Respondent's Proposal. Objections or proposed changes to terms and conditions required by CDSS for CCTR or CDE for ASES/ELO-P shall not be considered.**
 - 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. Organizational Information

This section should provide a brief description of the organization, including:

- Organization name, address, telephone number, fax number (if any), website, and name and email of primary contact for the Proposal.
- Federal Tax Identification Number.
- License and/or Registration Number.
- Type of organization (e.g., corporation, partnership, etc.). If a joint venture, describe the division of responsibilities between participating companies, offices (location) that would be the primary participants, and percentage of interest of each provider.

- A brief description and history of the organization, including number of years the provider has been in business, and the date the provider was established under its given name.
- Number of employees and names and titles of employees of the provider.

C. Relevant Qualifications

This section should provide a brief statement of interest and qualifications for providing the requested services, including:

1. Personnel: Submit resume(s) or profiles of the key individuals who will be tasked to provide the requested services, including their qualifications and recent related experience providing similar services.

2. Past Performance: Provide a description of past performances of similar childcare services and related experience. This section must include a list of public agencies, including school districts, for which Respondent has provided similar services. Please include:

- The last five (5) engagements of a similar nature that Respondent has performed;
- A list of all CCTR and/or ASES and ELO-P programs the organization is currently operating or has operated in the past with descriptions for each program;
- The most relevant and significant engagements of a similar nature that Respondent has performed in the last five (5) years; and
- A list of client references that are school districts of a comparable size and structure to the District, indicated the date of the work performed, the scope of the work, and the name, title, telephone number, and email of the primary client contact.

3. Capacity and Methodology: Please confirm that the organization has the capacity to provide the requested services for our District. Further, please describe the methodology and approach used by the organization to provide services.

D. Litigation History/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.

E. Proposed Budget & Contract Amount

1. Budget Narrative. Provide a budget narrative of revenue and expenses for the term of the proposed Agreement(s) that includes the program needs and the requirements of this RFP, the Agreement(s), and requirements for the respective programs. One budget narrative is required for each: (i) CCTR, and (ii) ASES/ELO-P. Proposals must affirmatively state that the organization has the financial capacity to receive reimbursement for allowable expenses from CCTR and/or ASES and ELO-P funds in arrears.

In addition, include any plans to fundraise, seek grant funds, subsidize tuition, offer no cost tuition, or other means of supplementing the state funding to enhance and create greater accessibility to the program.

2. Line-Item Budget. Provide a detailed line-item budget for the term of the proposed Agreement for CCTR and/or ASES and ELO-P. One line-item budget is required for each: (i) CCTR, and (ii) ASES/ELO-P.

3. Proposed Contract Amount. Provide the proposed not-to-exceed amount for delivering the needed services for each: (i) CCTR and, and (ii) ASES/ELO-P, which amounts will be included in any awarded Agreement(s). The contract amount(s) must be clearly indicated in and supported by the budget narrative and the line-item budget.

4. Financial Statement. The most recent, audited financial statement to ensure the organization has the financial ability to perform the contract.

F. Child Care Requirements

Proposals shall address the following in narrative format:

1. Educational/Enrichment/Recreational Program

- ❑ What are the programs and the curriculum that you will offer? Include educational services such as academic enrichment and support, cultural enrichment, and creative arts. Include recreational services such as free play, outdoor play, organized games, etc.
- ❑ How will the program be delivered (e.g. one-on-one, small groups, whole group)?
- ❑ How will your programs and services meet the developmental stage/needs of the children they will serve?
- ❑ How is your program culturally responsive and inclusive of all participants?
- ❑ What are the opportunities for family engagement in your program?
- ❑ What are the qualifications of the staff working with the children?
- ❑ What is your ratio of adult : child? What is your ratio of licensed child care personnel : child? How do you ensure that you provide an appropriate adult to child ratio depending on the development stage of each child?
- ❑ What is a typical daily schedule?
- ❑ What is your plan to provide meal and snacks, including ensuring the applicable nutritional standards are met?
- ❑ What are the enrollment limits? Provide age and/or total capacity limits based on staffing.
- ❑ How will the age groups be separated in the facility and by activity?
- ❑ What are the behavior management policies and procedures in place?

- ❑ Are individual goals or plans developed for each child? How is a child's progress assessed and how is this information shared?
- ❑ Provide a timeline of steps toward operation and earliest date of operation. Timeline should include the approximate timeframe for each of the steps, activities and any additional prerequisites that must be fulfilled before the program begins (i.e., when children are served). Include a description of any anticipated delays.
- ❑ Please describe any other programming that you may be able to provide other than during the scheduled school year (e.g., weekends, holidays, summer or intersession breaks).

2. ASES and ELO-P

- ❑ How do your proposed programs and curriculum comply with ASES and ELO-P, including each criteria set forth in Education Code sections 8482.1(a) and 8482.3(c)(1)?
- ❑ Describe any proposed plans to partner with community-based organizations to deliver any program components.
- ❑ Confirm that you can meet the District's staffing requirements as set forth in the form of Independent Contractor Agreement for ASES & ELO-P.

3. Health and Safety

- ❑ How will you comply with licensing regulations?
- ❑ 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.

4. Customer Service

- ❑ Please describe your experience in providing child care to ethnically and multiculturally diverse communities.
- ❑ How will you measure District and parent satisfaction with your services?
- ❑ What procedures do you propose to have in place for parent complaints and reporting to the District?
- ❑ How can parents contact the staff during the day?
- ❑ How are parents informed of their child's program, activities, progress, and needs?
- ❑ How do you propose reporting to District the Program's progress, successes, and improvement areas?
- ❑ How will you advertise or promote your services to recruit eligible families?
- ❑ How will you build and maintain relationships with parent engagement groups of the District, such as parent teacher organizations, District's English Language Advisory Committee, District's Local Control Accountability Plan Committee, and affinity parent groups?
- ❑ Are you able to provide one-on-one support in explaining the Program and state requirements to parents, and assisting parents in completing paperwork requirements for enrollments?
- ❑ What is your proposed approach to communicating and collaborating with District staff?

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 the Program, including the required licenses;
- 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	30%
Health and Safety	20%
Proposed Budget & Contract Amount	20%
Plans to Subsidize or Supplement Funding	15%
References & Customer Service	15%
TOTAL	100%

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 RFP, Respondent acknowledges that acceptable Respondents may be subject to one or more interview(s).

Any objections, comments or proposed changes to the form of Agreements attached hereto as Attachment "A" and "D" 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. Objections or proposed changes to terms and conditions required by the CDSS or CDE shall not be considered.

D. Final Determination and Award

District staff will evaluate Proposals based on the criteria specified in this RFP 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 RFP 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 RFP 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 RFP, 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 RFP.

THANK YOU FOR YOUR INTEREST!

ATTACHMENT "A"

SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT (CCTR) SERVICES

**SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT (CCTR) SERVICES
BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND
[SUBCONTRACTOR]**

(School-Age Program, FY 2026-2027)

THIS SUBCONTRACT FOR GENERAL CHILDCARE AND DEVELOPMENT ("Agreement") is made _____, 2026 ("Effective Date"), by and between the Sausalito Marin City School District, a California public school district ("District"), and _____ ("Subcontractor"). The District and Subcontractor may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the California Department of Social Services ("CDSS") apportions state funding to local education agencies to expand General Childcare and Development ("CCTR") Programs statewide to provide full-day, full-year CCTR services to eligible children, four (4) to twelve (12) years of age;

WHEREAS, following successful application to CDSS, the District's funding for its CCTR Program was renewed for the 2026-2027 school year at Dr. Martin Luther King, Jr. Academy, Nevada Campus, located at 636 Nevada Street in Sausalito, California ("School Site").

WHEREAS, District issued a Request for Proposals for the selection of a subcontractor for its CCTR School-Age Program on January __, 2026 and, after evaluating all proposals, selected Subcontractor to deliver CCTR services, conditioned on the final preapproval by the CDSS.

WHEREAS, this Agreement was submitted to the CDSS for review and was approved on _____, 2026;

WHEREAS, the Parties now desire to enter into this Agreement to set forth the terms and conditions of the District's CCTR Program.

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

AGREEMENT

1. Services. Subcontractor shall provide CCTR Program services at the School Site, as more specifically described in the attached Exhibit "A" ("Services"). The Parties agree that the CCTR Program will be named and marketed to reflect the CCTR Program as a District program that is operated by Subcontractor. Subcontractor shall perform, deliver, and complete the Services to the satisfaction of the District, in compliance with all specifications, terms and conditions of this Agreement. Subcontractor shall comply with all CCTR administrative, programmatic, and fiscal requirements issued by the CDSS and effective during the Term and any Renewed Term of this Agreement, including the CDSS "Funding Terms and Conditions (FT&C)," effective July 1, 2026, attached as Exhibit "B," and the CDSS "Program Requirements for CCTR" effective July 1, 2026, attached as Exhibit "C," including any and all subsequent updates and amendments thereto for the 2026-27 school

year. Use of the School Site by Subcontractor to deliver the Services shall be subject to the terms and conditions set forth in the attached Exhibit "D".

2. Term. Subcontractor shall provide the Services for the 2026-2027 school year, beginning on July 1, 2026, and ending on June 30, 2027 ("Term"), unless sooner terminated pursuant to the terms of this Agreement.

3. Renewal. This Agreement may be renewed for additional one (1) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties, subject to approvals by the District's Board of Trustees and the written approval of CDSS, and contingent on any subsequent CCTR funding apportioned to the District by the CDSS for CCTR. In no event shall the Term and the Renewed Terms collectively exceed a total of five (5) years.

4. CDSS Approval. Subcontractor understands and acknowledges that this Agreement is conditioned on an effective agreement between the District and CDSS for CCTR funding and preapproval of this Agreement by CDSS. This Agreement shall not be effective nor binding on either Party until approved by the District's Board of Trustees ("Board") and preapproved in writing by CDSS, and any work performed by Subcontractor prior to the dates of such approvals shall not be used as a claim against the District or State of California. Compensation to Subcontractor shall be made subject to the appropriation and availability of funds from the CDSS.

5. Compensation. The total and full compensation paid by District to Subcontractor for the Term shall not exceed the amount of _____ and 00/100 Dollars (\$_____.00) inclusive of any costs or expenses paid or incurred by Subcontractor in performing the Services under this Agreement. Compensation to Contractor will consist solely of state CCTR funding allocated to the District and shall not exceed the amount of such funding allocated to District. Subcontractor's expenditure of State Funding shall be in accordance with all CCTR funding and programmatic requirements, as set forth in any and all applicable CDSS regulations and guidance.

- A. Contractor understands and acknowledges that CCTR funding, including its availability and its amount, is contingent on allocations from the state, and CCTR funding to Contractor shall be made subject to the availability and appropriation of CCTR funding to District. The amount of CCTR funding and the basis of compensation may be subject to change for the Term or any Renewed Term as determined by the District, in accordance with applicable CCTR requirements, and to account for any allowable costs for CCTR that are paid for or provided by District.
- B. Subcontractor shall submit a monthly, itemized invoice for Services completed and allowable expenses, in arrears, to District's Accounts Payable Department, no later than ten (10) days following the last day of the month during which Services were rendered. Incomplete or disputed invoices shall be returned to Subcontractor 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 Subcontractor submits a detailed invoice to the District's Accounts Payable Department for Services actually performed in compliance with the terms of this Agreement, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.

C. Subcontractor, on a monthly basis, 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;
- iii) Daily sign-in and sign-out sheets for the month;
- iv) Documentation for any student arriving to the program late;
- v) Number and description of snacks and meals served;
- vi) Any uniform complaints received; and
- vii) Licensing reports.

District reserves the right to request, and Subcontractor shall submit to District, any additional reports or information on any frequency that the District deems appropriate.

D. Subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDSS' non-represented employees computed in accordance with California Department of Human Resources regulations, California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1.

6. Equipment and Materials.

A. The State of California retains title to any equipment or supplies that are purchased with state funds and the equipment shall be returned to District upon termination or expiration of this Agreement. Subcontractor shall obtain written approval from the District and the CDSS prior to purchasing any unit of equipment that costs in excess of Five Thousand and 00/100 Dollars (\$5,000.00).

B. Subcontractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. 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 Subcontractor or by Subcontractor's agents, personnel, employees, volunteers, representatives, or contractors/subcontractors ("Subcontractor Parties"), even if such Equipment is furnished, rented or loaned to Subcontractor or Subcontractor Parties by District.

7. Independent Contractor. Subcontractor, 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 CCTR requirements, District being interested only in the results obtained. Subcontractor, and the

agents and employees of Subcontractor, in the performance of this Agreement, are acting in an independent capacity and not as officers, employees or agents of the State of California. Subcontractor understands and agrees that Subcontractor and its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Subcontractor 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 Subcontractor's employees.

8. Program Staffing and Background Verification.

- A. Subcontractor represents that Subcontractor 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. Subcontractor is solely responsible for being informed of and updated on all CCTR requirements, providing the Services in compliance with all CCTR requirements, and maintaining safety when delivering the Services pursuant to this Agreement.
- B. Subcontractor represents that it is duly authorized to deliver the Services, and at District request, Subcontractor shall provide copies of relevant license(s), permit(s), accreditation(s), and/or certification(s) to District. Subcontractor 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 Services.
- C. Subcontractor shall be solely responsible for delivering the Services, including the hiring of all Subcontractor Parties. Subcontractor shall be responsible for verifying the qualifications, credentials, certificates, and licenses of Subcontractor Parties who may provide Services in conjunction with Subcontractor's operation and administration of the CCTR Program and activities on the School Site.
- D. Prior to commencement of the CCTR Program, Subcontractor shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "E," 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 by the CDSS, with the more restrictive requirements being applicable to Subcontractor. Subcontractor 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.

9. District's Evaluation of Subcontractor's Employees or Representatives. The District may evaluate the Subcontractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation, requesting that District employee(s) evaluate the Subcontractor Parties and each of their performance, or announced and unannounced observance of Subcontractor Parties.

10. Tuberculosis Risk Assessment/Testing and Immunizations. Subcontractor agrees to have each individual of the Subcontractor Parties who will be delivering Services directly to District students submit to a Tuberculosis Risk Assessment Questionnaire as applicable to the CCTR Program 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. Subcontractor shall also comply with the licensing requirements of California Health & Safety Code Section 1596.7995 by requiring that each individual of the Subcontractor Parties be immunized against measles, pertussis, and influenza, unless the individual presents a valid medical exemption. Subcontractor shall maintain written documentation that all individuals have satisfied this requirement and shall make such records available, upon request of the District. Subcontractor further agrees to comply with all applicable federal, state, and local regulations and laws regulating child immunization requirements and Subcontractor's admittance of children in child care or preschool programs, including California Health & Safety Code section 120325, *et seq.*

11. Confidentiality.

- A. 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 Subcontractor, (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.
- B. 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.
- C. 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.

D. Student Records. Prior to District providing Contractor's access to student records, Contractor shall submit to District written consent from each student's parent or legal guardian for the release of the student's records on the "Form of Academic Release" attached hereto as Exhibit "E". Contractor shall not provide any subcontractor access to student records unless and until an Academic Release is obtained from each student's parent or legal guardian that specifically allows that subcontractor to receive such student record. Upon submission of a completed Academic Release, to the extent permissible under applicable state law and in accordance with Board Policies and Administrative Regulations 5125 and 5125.1, the District will provide student information, including grades, progress reports, transcripts, IEPs, SSTs meeting notes and test scores. Contractor will also attend IEP and SST meetings when welcomed by the parent or legal guardian, and as consented to in the Academic Release. District will provide an email address and log in access to Catapult Connect and AERIES for Contractor's staff as needed.

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.

12. Audit.

- A.** Subcontractor shall establish and maintain books, records, and systems of account, in accordance with all CDSS CCTR requirements, CDSS Audit Guidelines, and generally accepted accounting principles, reflecting all business operations of Subcontractor transacted under this Agreement.
- B.** In accordance with Section 17803 of Title 5 of the California Code of Regulations, Subcontractor understands and acknowledges that as a subcontractor of the CDSS CCTR Program, it is subject to financial and compliance audit by the District and such audit shall be submitted by the District to the CDSS by the fifteenth day of the fifth month following the fiscal year in which the Services were performed. Accordingly, Subcontractor shall make its books available to District for the purpose of completing this audit and its timely submission to the CDSS. The cost of such audit of Subcontractor shall be borne by the District either directly or as an allowance under this Agreement, which option shall be within the sole discretion of the District.

- C. Subcontractor is liable for any audit exception caused by, or as a result of, the Subcontractor's lack of performance as required by this Agreement.
- D. Subcontractor shall retain its books, records, and systems of account during the Term and any Renewed Term of this Agreement and for five (5) years following expiration or termination of this Agreement. During this Agreement and for five (5) years following expiration or termination of this Agreement, Subcontractor shall permit the District or the State of California, their respective agents, other representatives, or an independent auditor to review, evaluate, audit, examine, and make excerpts, copies, and transcripts from all books and records, and to review, evaluate, audit, and examine all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District or the State of California shall give reasonable prior notice to Subcontractor and shall conduct audit(s) during Subcontractor's normal business hours, unless Subcontractor otherwise consents.

13. Termination.

A. Termination for Convenience.

- i) District shall have the right to terminate this Agreement, without liability on the part of District, by giving Subcontractor written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- ii) Subcontractor shall have the right to terminate this Agreement, without liability on the part of Subcontractor except as otherwise provided herein, by giving District written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- iii) Neither Party shall be required to provide just cause for termination for convenience in the written notification.

B. Termination for Cause. This Agreement may be immediately terminated for cause, following the expiration of any applicable cure period as described herein. 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 thirty (30) days after written notice is given by a Party to the other Party of such violation; or
- ii) If, in the reasonable judgment of District, Subcontractor's acts or omissions: (i) interfere with the educational programs or activities of the District or any school or class conducted on the School Site or in any building; (ii) represent an immediate threat to the health, welfare or safety of District's students, staff, or the public; (iii) violate any applicable law, code, rule, regulation, or ordinance; (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, Subcontractor cures such default within twenty-four (24) hours of notice of termination, or longer in District's sole discretion; or

- iii) Subcontractor is adjudged bankrupt, Subcontractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Subcontractor's insolvency; or
- iv) If CCTR funding for the Services is for any reason stopped or eliminated, District will provide written notice of termination to Subcontractor, and Subcontractor shall cease providing the Services up to either: (i) the 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.

C. **Effect of Termination.** In the event of termination of this Agreement for cause, Subcontractor shall immediately stop providing the Services upon receiving the notice of termination and begin to cooperate with District in diligently fulfilling any CDSS requirements in closing out the Services, including but not limited to, reconciliation of any outstanding administrative, programmatic and fiscal matters and the return of any equipment or supplies purchased with state funds to District. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District in the event of termination.

14. **Hold Harmless/Indemnification.**

- A. To the furthest extent permitted by California law, Subcontractor shall, at its sole expense, indemnify, and hold harmless the District and their agents, representatives, officers, contractors, employees, trustees, and volunteers (the "District Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Subcontractor under or in conjunction with this Agreement, unless the Claims are caused wholly by the sole negligence or willful misconduct of the District Parties. Subcontractor shall, to the furthest extent permitted by California law, defend the District Parties at Subcontractor's own expense, from any and all Claims and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld. The District shall have the right to accept or reject any legal representation that Subcontractor proposes to defend the District Parties.
- B. Subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by Subcontractor in the performance of this Agreement.

15. **Insurance.**

- A. **Commercial General Liability Insurance.** Subcontractor shall, during the Term and any Renewed 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 Subcontractor'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. Subcontractor 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 and any Renewed Term of this Agreement.

B. Automobile Insurance. Subcontractor shall, during the Term and any Renewed Term of this Agreement, maintain in force a comprehensive auto liability policy naming District, its Board, employees, and agents, at Subcontractor'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. Subcontractor 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 and any Renewed Term of this Agreement.

C. Workers' Compensation and Employer's Liability Insurance. During the Term and any Renewed Term of this Agreement, Subcontractor shall comply with all provisions of law applicable to Subcontractor 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 commencing the Services for the Term and prior to any Renewal Term, Subcontractor 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. Subcontractor shall, during the Term and any Renewal 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 Subcontractor'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. Subcontractor 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 and any Renewed Term of this Agreement.

E. Property Insurance. Subcontractor acknowledges and understands that the insurance to be maintained by District at the School Site will not insure any of Subcontractor's equipment or personal property. Accordingly, Subcontractor 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 Subcontractor 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 Subcontractor. 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. Subcontractor 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 Subcontractor 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) Subcontractor 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.

16. Non-Discrimination.

A. Subcontractor and its employees shall not discriminate against any person, nor deny the Agreement's benefits to any person, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subcontractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). If Subcontractor 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.

B. Subcontractor covenants to meet all requirements of District and the CDSS, as expressed in the agreement between CDSS and District and as specified in Section 11105, Title 2 of the California Code of Regulations, pertaining to non-discrimination in employment. The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Subcontractor shall comply with the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.8), and the regulations or standards adopted by the CDSS to implement such article if applicable. Subcontractor shall permit access by representatives of the Civil Rights Department and the CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Subcontractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

17. 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 personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by electronic mail transmission or overnight delivery service, addressed as follows:

SAUSALITO MARIN CITY SCHOOL DISTRICT [SUBCONTRACTOR]
200 Phillips Drive [Address]
Marin City, CA 94965 [City, State Zip]
ATTN: Elizabeth Henry, ATTN: [Name, Title]
Director of Instruction Email: [Email]
Email: ehenry@smcsd.org

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

18. Assignment. Subcontractor 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.

19. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to Subcontractor's provision of the CCTR Services and supersedes all prior discussions, negotiations and agreements, whether oral or written, with respect to the same. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by the District's Board. Any modification or amendment to this Agreement shall be subject to prior written CDSS approval, unless otherwise exempt, and any such modification amendment shall not be effective until such written approval is received by CDSS, and any work in performance of such modification or amendment prior to the date of CDSS approval shall not be used as a claim against the District or the State.

20. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of

the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Marin, California.

21. 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 bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

22. 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.

23. 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.

24. 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.

25. 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.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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

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

29. Authority. Each person signing this Agreement represents and warrants that he/she/they is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

30. Counterparts. This Agreement and all amendments, addendums and supplements to it may be executed in counterparts and transmitted by electronic mail or facsimile, and all counterparts together, whether original, electronic or facsimile, shall be construed as one document.

31. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference and made part of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

Dated: _____, 2026

Dated: _____, 2026

**SAUSALITO MARIN CITY
SCHOOL DISTRICT**,
a California public school district

[SUBCONTRACTOR]

By: _____
LaResha Huffman, Superintendent

By: _____
[Name, Title]

Information regarding Contractor: _____

License No.: _____

Employer Identification and/or
Social Security Number _____

Address: _____

Telephone: _____

**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.**

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

EXHIBIT "A"

SERVICES

[MAY BE FINALIZED BASED ON SELECTED PROPOSAL]

Subcontractor shall provide child care and development services for the District as described in this Exhibit "A". Services shall be provided according to the submitted and approved CDSS program calendar. Subcontractor shall provide child care and development services for certified students, along with the administrative functions directly related to the Services, in accordance with the terms of this Agreement. Subcontractor shall maintain adult/teacher to child ratios and the maximum child capacity for the classroom as required by the CCTR program requirements and all licensing requirements.

Subcontractor shall provide full-day and full-time child care and development services for the District as described in this Exhibit A. Services shall be provided Monday through Friday after school until 6:00pm, and 8:30 AM to 5:30 PM, for 30 non-school intersession days throughout the year. Subcontractor shall provide child care and development services for approximately 168 school-age children (4 through 14 years of age), along with the administrative functions directly related to the services, in accordance with the terms of this Agreement. Subcontractor shall maintain adult/teacher to child ratios and the maximum child capacity for the classroom as required by the CCTR program and all licensing requirements.

Curriculum

Subcontractor's Services shall support the District's goal to provide a rich curriculum designed to enable children to reach their highest potential in school and in life and create a safe learning environment that stimulates intellectual curiosity and creativity and supports the social and emotional needs of children. The curriculum will be designed to ensure that the multicultural needs of students are fully supported, reflecting community values and utilizing community resources. The service delivery model must offer comprehensive services. The curriculum must be rooted in the rich cultural and historic vibrancy of the District's community and connection to community resources, parent education, referrals to health and social services for families, and complement the District's community school model and services. As well as providing academic support, the Services will have a strong emphasis on the creative arts, i.e. music, dance, spoken word, drama, and art.

Community-Based Organizations

In the event that Subcontractor wishes to partner with a community-based organization in the delivery of the Services, Subcontractor shall enter into a written agreement with the community-based organization, which written agreement shall require compliance with all requirements set forth in this Agreement, including without limitation, indemnification of the District, satisfaction of insurance requirements naming Subcontractor, District and its Board as additional insureds, and completion of a fingerprint and background check certification. All such written agreements shall be submitted to District, before execution by Subcontractor, for review and preapproval by District to ensure all applicable requirements of this Agreement are included, and insurance certificates and fingerprinting certificates shall be provided to District before commencement of any services by the community-based organization. Upon Subcontractor's written request, District may, within District's sole discretion, modify the required insurance and minimum limits based on the

type of services to be provided under a contract between Subcontractor and a community-based organization depending on the nature of the services and activities described thereunder.

School Year Programming

a) Academic Support

Academic support will include the below, all connected to school day programming through collaboration and coordination between Subcontractor staff and school day teachers:

- Literacy support - this emphasizes various activities including reading aloud, independent reading, language arts skills practice, handwriting, partner reading and a growing reading buddies program. If a student is in Subcontractor's school day literacy intervention or our Evening One-on-One Tutor Mentor literacy program, Subcontractor staff provide relevant group leaders with information about specific student's literacy needs in order to target support to address specific skill gaps.
- Math support - Subcontractor will provide direct instruction, math games, skills practice, math manipulatives, focusing on grade-level-specific skills as well as practice to address specific skill gaps for individual students.

b) Cultural Enrichment & Creative Arts

Subcontractor will contract with local providers to offer an array of enrichment activities to help students cultivate creativity and expression and to explore new activities. Along with partners, Subcontractor will offer unique activities such as gardening, biking, baton twirling, music, ballroom and modern dance, visual arts, middle school theater arts, beat boxing, breakdancing, West African dance, steel drums, sports and games, library visits, Little League, soccer , and a cooking program that contextualizes the cooking with information about foods and processes and their cultural origins.

Subcontractor's Responsibilities

1. Staff Development.

- Provide at least one (1) staff training session, and as necessary to comply with licensing and CDSS CCTR requirements, which focuses on trauma-related care, as many of the children face obstacles to academic success, including poverty and community trauma. Staff training will focus on trauma related care, identifying Adverse Childhood Experiences, and creating therapeutic environments including teacher/child interactions.
- Subcontractor will work with school day classroom teachers to align behavior management, policies and procedures. Subcontractor will take a trauma-informed approach, recognizing the many factors that impact students' behavior. Subcontractor will identify and address causes of behaviors where possible, including working with families and caregivers. Subcontractor will stress positive behavior management techniques and use restorative justice processes when necessary.

- c) Administrative staff will continue collaborating with the MCOE and the College of Marin's Early Childhood Education Department to make the wide variety of course work available to the staff, including technical support in enrolling and choosing courses that advance teacher status and opportunity.

2. Family Engagement and Education.

- a) Subcontractor will strongly emphasize and encourage regular attendance through texting, phone calls and other parent/caregiver outreach which will occur throughout the school year in partnership with school administration and teachers. Regular attendance will support both program planning but, more importantly, regular attendance will ensure students get consistent academic support and enrichment opportunities. Subcontractor will plan and implement outreach to the elementary school community.
- b) Provide an orientation for parents, including an interpreter when necessary for effective staff/parent communication.
- c) Maintain an open-door policy that encourages participation in the daily program activities whenever possible.
- d) Ensure that site director meets with each family within thirty (30) days after enrollment.
- e) Collaborate with the District on promoting a community-based model through partnering with community organizations. This may include a home visiting model based on community input, education for families and social gathering opportunities.
- f) Align with core elements of District's community school model including offering trauma training to our staff and families (as appropriate), actively providing access to informal community-based support, scheduling to accommodate families whenever possible, understanding that caregivers may not always be available due to the demands of their work, and understanding that students live in a wide variety of family structures.
- g) Utilize the Intake form used during enrollment and the one-on-one orientation meeting with site supervisor and new families to connect families to community resources and early intervention such as Help-me-Grow, community clinics and health and human services, as well as comprehensive support services, early intervention and health/mental health services.
- h) Coordinate with and make referrals to the Marin County Cooperation Team (MCCT), which was initiated by the District as an online referral portal and coordination agency for 57 different local nonprofits and government agencies that serve 94965. This service is available via a web portal or a mobile app and includes: Support teams (Family, Academics, Mental Health,

Senior and Disabled Support, College Students, and Crisis), and direct service or referrals within 24 hours to families and individuals who request help through the website and app, including basic aid provision, food, diapers and transportation, as well as a wide variety of other supportive services. The website allows community school partnerships and resources to be accessible to families and individuals at any time and will be made available to any family enrolled in CCTR.

- i) Coordinate with the District's Community Schools Director. Community involvement is embedded in the District's Community School's Model.

3. Nutrition.

- a) Provide at Subcontractor's cost, free lunch and snacks, and breakfast during full day programs, to children through the District's organic farm to fork food service program, Conscious Kitchen.
- b) All District's nutritional standards shall be met or exceeded, and all guidelines will be followed. Subcontractor will develop and maintain a collaborative relationship with the District's food service team to serve students.
- c) Post information in the classroom about any child food allergies or restrictions and provide that information to the District's Conscious Kitchen program.
- d) Encourage a family-style atmosphere at mealtimes to support social/emotional growth, expressive language, and community.

4. Enrollment.

- a) As needed, provide support to parents/guardians, reviewing each required enrollment form for completeness and information for fulfilling requirements.
- b) Validate required documents for parents/guardians who are unemployed or self employed by tax returns and other verifications, such as rental agreements or utility bills. Pay stubs will be used to verify income and work hours.
- c) Calculate the monthly income and, based on family income, determine the family fee, if appropriate. Submit the calculations to a second administrator for review who will sign off to validate the calculations and complete the process.

5. Program Accountability – Attendance Recording and Reporting.

- a) Staff will oversee the sign in, sign out process each day. Sign-in is a great time for school day teachers to have brief check- in with Subcontractor staff. Sign-out is a great time for our staff to connect with parents/caregivers. Subcontractor shall capture all attendance in Subcontractor's Salesforce system.

- b) Require that parents sign in and out daily using their first and last name. Require parents to document illnesses on the attendance sheet. Provide a monthly sign in and out sheet for each enrolled child.
- c) Require the head teacher to check the attendance sheets on a daily basis to keep the attendance up to date.
- d) Ensure that at the beginning of the year, the Program Director holds a parent orientation meeting and include an explanation for the attendance policies.
- e) Ensure that at the end of the month, the head teacher will review the attendance forms for completeness and forms will be turned into the site supervisor for an additional review.
- f) Provide the CDSS CCTR required forms to the assigned administrator at the District, who will complete the information to be submitted to the CDSS and/or applicable database. The designated person for attendance will certify the data. Enrollment specialist submits monthly attendance sheets for each child to the CDSS and/or applicable database.

6. Health and Safety

- a) The administration team (Executive Director, Program Director and Site Directors) will all be responsible for understanding all of the current licensing regulations. Staff with ECE units will be present on the School Site and all additional staff will be enrolled and complete the required ECE courses. Subcontractor shall have policies so that staff complete the required mandated reporter and harassment trainings, and all other trainings that are required for licensure. Subcontractor will ensure compliance with all School Site specific licensing requirements.
- b) Subcontractor will follow the District's policies and guidelines regarding emergency drills and/or procedures.
- c) Subcontractor will ensure adequate supervision of all children at all times. For every day there is a staffing plan that ensures that every group of 14 students has at least one staff member assigned. There are also additional teachers who provide enrichment activities that are part of the staffing plan. We also have a site coordinator at each site, as well as the director overseeing the entire program. This ensures that the students are always adequately supervised. We also make sure that all staff understand the critical importance of students being supervised at all times.
- d) The administration of the program all communicate on a regular basis with the District's principals, Community Schools Director, and Superintendent. Any safety issue involving a student, staff member or the facility will be reported to the District immediately.
- e) If a student isn't feeling well, Subcontractor staff will communicate with the other staff in their group as well as the supervising staff to ensure adequate ratios are being maintained. One staff member will separate the student and provide support and care to the student who is not feeling well, will contact

the child's parent/caregiver. If the student is displaying signs of COVID-19, our staff member will give the student a test, while wearing protective gear. Subcontractor will also send home a box with two tests for the family to use.

- f) All staff shall be certified and trained in First Aid and CPR, at least for the minimums required for licensure.
- g) Subcontractor agrees to adhere to the District's Workplace Violence Prevention Plan applicable to the School Site.

7. Program Evaluation. Subcontractor shall maintain an "effective" level on the school age care environment rating scale, designed to assess group care programs for school age children. The scale consists of forty-seven (47) items, including six (6) supplementary items for programs enrolling children with disabilities. The items are organized into seven (7) subscales: Space and Furnishings; Health and Safety; Activities; Interactions; Program Structure; Staff Development; Special Needs Supplementary Items. District will evaluate the Subcontractor's progress towards maintaining an effective rating on the scale three (3) times each year during the Term or any Renewed Term of this Agreement, and report Subcontractor's ratings to the Board.

EXHIBIT "B"

CDSS FUNDING TERMS AND CONDITIONS (FT&C) FOR CCTR

Refer to this RFP's "**Attachment B**" for the CDSS FT&C for CCTR that are currently in effect for the 2025-26 school year. The CDSS FT&C for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

EXHIBIT "C"

CDSS PROGRAM REQUIREMENTS FOR CCTR

Refer to this RFP's **"Attachment C"** for the CDSS Program Requirements for CCTR that is currently in effect for the 2025-26 school year. The CDSS Program Requirements for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

EXHIBIT "D"

USE OF SCHOOL SITE

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

Section 1. Title to School Site. The Parties acknowledge that title to the School Site, including the Premises, is held by the District.

Section 2. Use of Premises. District agrees to allow Subcontractor use of [Classroom Number(s)] ("Premises"), located on the School Site and further depicted on the Site Map attached as Exhibit "D.1", in order for Subcontractor to deliver the Services, as described, and subject to the dates and times indicated, in Exhibit "A". District reserves the right to modify the Premises, as determined within the District's discretion and as licensed for the Services.

Subcontractor acknowledges and understands that the Premises is located at an operating public school campus. District shall have access to and use of the Premises during the times the Premises are not used by Subcontractor, including all use by third parties arranged by District. Subcontractor shall cooperate with District following its scheduled use so as not to interfere with the District's or a third-party's use of the Premises. Entrance into any areas of the School Site other than the Premises are prohibited unless District provides written consent for use of such other areas.

Subcontractor shall not use or permit the Premises to be used in whole or in part during the Term for any purpose or use in violation of the laws or ordinances applicable thereto. Subcontractor shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Any use that involves the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Subcontractor shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises and School Site at all times. Subcontractor shall not use or permit the use of the Premises or any part thereof for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Subcontractor agrees to respond to written concerns expressed by neighbors or District relating to Subcontractor's use of the Premises within a commercially reasonable period of time. Subcontractor shall not abandon any vehicles or equipment on any portion of the School Site.

Subcontractor's personnel shall vacate the Premises during fire drills at the School Site, which schedule shall be provided at least thirty (30) days in advance.

Subcontractor shall not install nor use any ovens, stoves, hot plates, toasters or similar items, but excluding microwave ovens, without the prior written consent of the District.

Section 3. Pick-up and Drop-off Area. Subcontractor shall abide by District's policies relating to the drop-off and pickup of children participating in the CCTR Program. Subcontractor may instruct its visitors to park on available street parking.

Section 4. Condition of Premises. Subcontractor hereby acknowledges, understands, and agrees that the Premises, including portions of the School Site used for ingress and egress, are available to Subcontractor 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, and Subcontractor expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement. District shall not be required to make or construct any alterations, including structural changes, additions, or improvements, to the Premises or School Site. By entry into the Premises pursuant to this Agreement, Subcontractor accepts the Premises as being in good and sanitary order, condition, and repair and accepts the Premises in the condition existing as of the commencement date of this Agreement. The District shall in no event be liable for any latent defects.

Section 5. Improvements or Alterations. Subcontractor shall not construct or cause to be constructed on Premises or the School Site any improvements or alterations of any kind without the prior written approval of District. Any improvements or alterations approved by District shall become a part of the Premises and owned by District unless otherwise agreed, in writing, that Subcontractor shall remove the improvements or alterations upon expiration or early termination of this Agreement. Subcontractor 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 of Subcontractors, if any, shall be duly licensed and registered in the State of California. Subcontractor 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 of the Premises that are performed by Subcontractor or on Subcontractor's behalf, including, without limitation, prevailing wage requirements. Subcontractor shall be solely responsible for maintaining the Premises and improvements installed thereon during the Term of this Agreement, including any extensions, and while otherwise occupying the Premises, and for compliance with all applicable laws, ordinances, rules and regulations. District is in no manner responsible for damage or theft of Subcontractor's equipment, including play equipment or other personal property.

Section 6. Title to and Removal of Subcontractor's Equipment. Excepting the equipment purchased with state funds and which title is retained by the State of California, or the equipment furnished, rented or loaned to Subcontractor by District, title to Subcontractor's equipment, personal property, chattels, fixtures and/or improvements ("Subcontractor's Equipment") on the Premises shall be held solely by Subcontractor. All of Subcontractor's Equipment shall remain the personal property of Subcontractor and shall not be treated as real property or become a part of the Premises. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination hereof, Subcontractor shall remove Subcontractor's Equipment, at its sole expense. Subcontractor shall repair any damage to the Premises, caused by said removal and restore Premises to good condition, less ordinary wear and tear.

In the event that Subcontractor fails to timely remove Subcontractor's Equipment, District, upon fifteen (15) days written notice, may, without liability on the part of District to Subcontractor or any person or entity claiming under Subcontractor, either (1) accept ownership of Subcontractor's Equipment with no cost to the District, or (2) remove and/or dispose of Subcontractor's Equipment at Subcontractor's sole cost. In the event that the

District chooses to accept ownership of Subcontractor's Equipment, Subcontractor shall execute any necessary documents to effectuate the change in ownership of Subcontractor's Equipment to District. In the event that the District removes and/or disposes of Subcontractor's Equipment, Subcontractor shall pay all costs for the removal and/or disposal of Subcontractor's Equipment within thirty (30) days of receipt of an invoice.

Section 7. Surrender of Premises. Subcontractor shall surrender to District the Premises in good order, condition, and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. Upon expiration or termination of this Agreement, the Premises shall be left by Subcontractor in the condition similar to that existing as of the beginning of the Term of this Agreement, excepting reasonable wear and tear and any improvements made by District or approved by District.

Section 8. Accident/Incident Report. Subcontractor shall submit a written accident/incident report to the District within twenty-four (24) hours of an accident or incident when any employee of Subcontractor or person under the care of Subcontractor, has suffered or claims to have suffered an injury, or has been involved in any activity requiring dispatch of law enforcement or emergency personnel to the School Site. The accident/injury report shall be submitted to the principal of the School Site and to the District's Office of Risk Management.

Section 9. District's Right of Entry. District and its authorized agents and representatives may enter the Premises at any reasonable time for any purpose whatsoever, within the sole discretion of the District.

EXHIBIT D.1

SITE MAP

[Site Map with Premises Depicted to Be Inserted Once Determined by District]

EXHIBIT "E"

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 Sausalito Marin City School District that I am familiar with the facts herein certified, I am a representative of _____ ("Subcontractor"), and I am duly authorized and qualified to execute this certificate on behalf of Subcontractor. I certify that Subcontractor has taken the following action with respect to the Subcontract for Preschool Services ("Agreement"):

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

- Subcontractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Subcontractor'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), and the California Department of Justice has determined (A) that none of Subcontractor'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 Subcontractor's Personnel as provided by Education Code section 45125.1(e)(2) or (3). When Subcontractor 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 Subcontractor's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. Subcontractor's Personnel shall not enter the Premises or School Site until the DOJ ascertains that that individual has not been convicted of a felony as defined in Government Code section 45122.1.**

Subcontractor'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 Subcontractor.

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

List of Subcontractor's Personnel

Name/Company: _____

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

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "F"
FORM OF ACADEMIC RELEASE

I, the undersigned parent or legal guardian of the student identified below, grant _____ ("Contractor") permission to access and receive copies of my child's student records, including state test scores, progress reports, report cards and transcripts, Individualized Educational Plans ("IEPs"), and Student Support Team ("SST") reports.

In addition, I grant Contractor permission to attend IEP/SST meetings and to discuss my child's performance in school with their teachers and other support staff.

I understand that Contractor will maintain all information about my child as confidential and will not release any such information to any third party without my prior written consent.

Student Name: _____

Student Id #: _____

School: _____

Grade: _____

This authorization will remain in effect until such time as I may file with my child's school a written withdrawal of consent to release such information.

I certify that I am the parent or legal guardian and that I have legal custody of my minor child.

Parent/Guardian's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Parent/Guardian's Signature: _____

Date: _____

ATTACHMENT "B"

CDSS FUNDING TERMS AND CONDITIONS (FT&C) FOR CCTR

The CDSS FT&C for CCTR that are currently in effect for the 2025-26 school year follows this cover sheet. The CDSS FT&C for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

ATTACHMENT "C"

CDSS PROGRAM REQUIREMENTS FOR CCTR

The CDSS Program Requirements for CCTR that are currently in effect for the 2025-26 school year follows this cover sheet. The CDSS Program Requirements for CCTR that will be issued for and effective during the 2026-27 school year shall be incorporated into any awarded Agreement.

ATTACHMENT "D"

INDEPENDENT CONTRACTOR AGREEMENT FOR ASES AND ELO-P SERVICES

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
SAUSALITO MARIN CITY SCHOOL DISTRICT
AND
[CONTRACTOR]
FOR
ASES AND ELO-P SERVICES

(2026-2027 School Year)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made July 1, 2026 ("Effective Date"), by and between the SAUSALITO MARIN CITY 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 After School Education and Safety ("ASES") program that consists of after-school education and enrichment programs, and created through partnerships between school and local community resources, to provide literacy, academic enrichment and safe constructive alternatives for students in grades TK through 9; and

WHEREAS, the CDE additionally apportions state funding to local education agencies, including the District, to provide an Expanded Learning Opportunities Program ("ELO-P"), consisting of after-school and summer school or intersession learning programs for students in grades TK through 6, and focusing on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences; and

WHEREAS, District desires a contractor to operate an ASES and ELO-P program to District's students, in grades TK through 8, at the District's Dr. Martin Luther King Jr. Academy Nevada Campus, located at 636 Nevada Street in Sausalito, CA 94965 ("School Site"); and

WHEREAS, the Parties desire that Contractor provide expanded learning services and operate District's ASES Program pursuant to Education Code sections 8482-8484.65, and ELO-P, pursuant to Education Code Section 46120 (collectively, "Services") at the School Site; 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 for the 2026-2027 school year.

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

AGREEMENT

2. Services. Contractor shall provide the Services at the School Site as further described in Exhibit "A", attached hereto and made part of this Agreement. Contractor shall perform, deliver, and complete the Services to the satisfaction of the District, in compliance with all specifications, terms and conditions of this Agreement. Contractor shall comply with all ASES and ELO-P administrative, programmatic, and fiscal requirements issued by the CDE and effective during the Term and any Renewed Term of this Agreement, including without limitation, those set forth in Exhibit "A". To the extent that there are any inconsistencies between ASES and ELO-P requirements, Contractor shall comply with and conform its Services to the stricter or more restrictive requirement. 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".

3. Term. The term of this Agreement shall commence on July 1, 2026, and end on June 30, 2027, if not sooner terminated pursuant to the terms of this Agreement ("Term").

4. Renewal. This Agreement may be renewed for additional one (1) year terms (each a "Renewed Term") upon the mutual written agreement of the Parties, but in no event shall this Agreement's Term and Renewed Terms collectively exceed a total of five (5) years. If either Party wishes to renew this Agreement, it shall notify the other Party in writing at least ninety (90) days before the expiration of the Term or then-current Renewed Term.

5. Compensation. The total compensation paid by District to Contractor for the Term shall not exceed the amount of _____ and 00/100 Dollars (\$_____.00) inclusive of any costs or expenses paid or incurred by Contractor in performing the Services under this Agreement. Compensation to Contractor will consist solely of state ASES and ELO-P funding allocated to the District (together, "State Funding") and shall not exceed the amount of State Funding allocated to District less fifteen percent (15%). For the Term of this Agreement, the State Funding available for Contractor's Services consists of: ASES funding in the amount of _____ and ____/100 Dollars (\$_____.____); and ELO-P funding in the amount of _____ and ____/100 Dollars (\$_____.____). Contractor's expenditure of State Funding shall be in accordance with all ASES and ELO-P funding and programmatic requirements, as set forth in Education Code and any and all applicable CDE regulations and guidance.

- A. Contractor understands and acknowledges that State Funding, including its availability and its amount, is contingent on allocations from the state, and State Funding to Contractor shall be made subject to the availability and appropriation of State Funding to District. The amount of State Funding and the basis of compensation may be subject to change for the Term or any Renewed Term as determined by the District, in accordance with applicable ASES and ELO-P requirements, and to account for any allowable costs for the ASES and/or ELO-P that are paid for or provided by District.
- B. Contractor shall submit a monthly, itemized invoice for Services completed, or the portion of the Services for which payment is to be made, in arrears, to District's Accounts Payable Department, no later than ten (10) days following the last day of the month during which Services were rendered. 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's Accounts Payable Department for Services actually performed in compliance with this Agreement, and contingent upon accurate attendance reporting and supporting documentation that may be requested by District.
- C. Contractor, on a monthly basis, shall provide District with the following reports with the monthly invoice of Services rendered:
 - viii) 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;
 - ix) Actual 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;
 - x) Daily sign-in and sign-out sheets for the month;
 - xi) Documentation for any student arriving to the program late;
 - xii) Number and description of snacks and meals served;

- xiii) Any uniform complaints received; and
- xiv) Licensing reports.

6. Termination.

D. Termination for Convenience.

- i) District shall have the right to terminate this Agreement, without liability on the part of District, by giving Contractor written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- ii) Contractor shall have the right to terminate this Agreement, without liability on the part of Contractor except as otherwise provided herein, by giving District written notification at least one-hundred-twenty (120) days prior to the effective date of the termination.
- iii) Neither Party shall be required to provide just cause for termination for convenience in the written notification.

E. Termination for Cause. This Agreement may be immediately terminated for cause, following 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 thirty (30) 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 or in any building; (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 State 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: (i) the 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.

7. Equipment and Materials. Contractor shall furnish, at its own expense, all tools, labor, materials, equipment, supplies, and any other items necessary for the Services to be provided

in a manner which is consistent with generally accepted standards of the profession for similar services. 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, employees, volunteers, representatives, or contractors/ subcontractors, even if such equipment is furnished, rented or loaned to Contractor by District.

8. **Independent Contractor.** 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 ASES and ELO-P requirements, District being interested only in the results obtained. 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.

9. **Program, Staffing and Background Verification.**

- A. 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 ASES and ELO-P requirements, providing the Services in compliance with all ASES and ELO-P requirements, and maintaining safety when delivering the Services pursuant to this Agreement.
- B. 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.
- C. 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 in conjunction with Contractor's operation and administration of the ASES and ELO-P activities on the School Site.
- D. Prior to commencement of Services, Contractor shall complete the Criminal Background Investigation/Fingerprinting Verification Certification attached hereto as Exhibit "C" 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 by the CDE, with the more restrictive requirements being applicable to Contractor. 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.

10. District's Evaluation of Contractor's Employees or Representatives. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation, requesting that District employee(s) evaluate the Contractor Parties and each of their performance, or announced and unannounced observance of Contractor Parties.

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. 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 "District 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 Contractor's 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 unless caused wholly by the sole negligence or willful misconduct of the District or District Indemnified Parties; and in case any action or proceeding be brought against District or the District Indemnified Parties, Contractor, upon notice from District, shall defend the same at Contractor's expense by counsel selected and approved in writing by District.

13. Insurance.

- A. Commercial General Liability Insurance. Contractor shall, during the Term and any Renewed 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 and any Renewed Term of this Agreement.
- B. Automobile Insurance. Contractor shall, during the Term and any Renewed 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 and any Renewed Term of this Agreement.
- C. Workers' Compensation and Employer's Liability Insurance. During the Term and any Renewed 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 commencing the Services for the Term and prior to any Renewal Term, 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 and any Renewed 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 and any Renewed 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.

14. 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.

15. Non-Discrimination. Contractor and its employees shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and 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.

16. 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 electronic mail transmission or overnight delivery service addressed as follows:

SAUSALITO MARIN CITY SCHOOL DISTRICT
200 Phillips Drive
Marin City, CA 94965
ATTN: Elizabeth Henry,
Director of Instruction
Email: ehenry@smcsd.org

[CONTRACTOR]
[ADDRESS]
[CITY, CA ZIP]
ATTN: [NAME, TITLE]
Email: [Email]

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

17. 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.

18. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties with respect to Contractor's provision of the ASES and ELO-P Services and supersedes all prior discussions, negotiations, and agreements, whether oral or written, with respect to the same. This Agreement may be amended or modified only by a written instrument mutually executed by the Parties and approved by the District's Board.

19. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in the County of Marin, California.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

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

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

28. Authority. Each person signing this Agreement represents and warrants that he/she/they is duly authorized and has legal capacity to execute this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and this Agreement is valid and a legal agreement binding on such Party and is enforceable in accordance with its terms.

29. 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.

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

[SIGNATURE PAGE FOLLOWS.]

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

Dated: _____, 2026

Dated: _____, 2026

**SAUSALITO MARIN CITY SCHOOL
DISTRICT**

[CONTRACTOR]

By: _____
LaResha Huffman, Superintendent

By: _____
[Name], [Title]

Information regarding Contractor:

License No.: _____

_____ :

Address: _____

Employer Identification and/or
Social Security Number

Telephone: _____

**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.**

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation, State: _____
- Limited Liability Company
- Other: _____

EXHIBIT "A"

EXPANDED LEARNING SERVICES

[TO BE FINALIZED BASED ON SELECTED PROPOSAL]

Contractor shall operate the District's ASES and ELO-P at the School Site in conformance with the specifications set forth as follows and applicable state law. The District's ASES California Education Code Certified Assurances are attached as Exhibit "D".

1. Contractor shall provide the following childcare services for District's students in grades TK through 8:

- a. After-school Program: Services shall be provided for a minimum of three (3) hours per regular school day, commencing at 3:00 p.m., and ending at 6:00 p.m., during the School Site's regular school year. The after-school program includes time for students to have a snack and outdoor recess. Contractor, in coordination with and with the approval of the District, shall establish a policy regarding reasonable early daily release of students from the after-school program. It is the Parties intent that students participate in the full daily offering of the after-school program, except as allowed by the early release policy.
- b. Intersession Program: Services shall be provided from 8:00 am to 4:00 pm during intersession breaks that occur during the regular school year. There is also at least a week break between the regular school year and summer program. The intersession program will be offered during all intersession breaks except for New Year's Day, Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
- c. Summer Program: The summer program shall consist of at least seven (7) weeks every summer break. Summer programming shall include academic intervention in addition to the program and curricular requirements set forth herein.

Services shall be provided to those District students identified by District, which students shall be given first priority for enrollment. In no event shall the number of enrolled students plus staff exceed the maximum occupancy set by the fire marshal for the indoor facilities used by Contractor, nor shall enrollment exceed the maximum capacity permitted under Contractor's license as applicable. Any additional activities 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. Meeting Participation. Contractor's Program Director will attend District staff meetings to meet all District staff and faculty at the beginning of the year.

3. Coordination with Community Organizations. Contractor will coordinate with community-based organizations supporting students. In the event that Contractor subcontracts for a portion of the Services with a community-based organization, Contractor shall enter into a written agreement for the subcontracted services, which written agreement shall require subcontractor to adhere to all requirements set forth in this Agreement, including without limitation, indemnification of the District, satisfaction of insurance requirements naming Contractor, District and its Board as an additional insured, completion of a fingerprint and background check certification, and maintaining confidentiality of student records. Contractor shall not share student records with any subcontractor unless a Form of Academic Release, attached hereto as Exhibit "E", is obtained from the student's parent or legal guardian permitting release of student records specifically to subcontractor. All subcontracts shall be submitted to District by Contractor, before execution, for review and preapproval to ensure all applicable requirements of this Agreement are included, and insurance certificates and fingerprinting certificates shall be provided to District before commencement of subcontractor's services.

4. Parent Outreach and Communication. Contractor will host events for District's parent/families of the School Site to improve access and engagement with the District's families. Contractor shall have check-in meetings with parents/legal guardians and students on a regular basis to discuss student performance, successes and needs.

5. Student Discipline. Contractor shall report any disciplinary issues to District that occur while delivering the Services. Contractor's staff shall use referral forms agreed to by the Parties for any behavior management issues.

6. Quality Improvement. Contractor shall implement a continuous quality improvement cycle to assess, plan and improve program based on the quality standards for ASES and ELO-P expanded learning. Contractor shall maintain at least a level 3 (Proficient) on the California after school program self-assessment tool containing 11 program quality elements.

7. 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.

8. Staff Requirements. In addition to the requirements for Contractor's employees set forth in this Agreement, Contractor shall meet the following requirements regarding staffing for the Services:

a. The Contractor's administrator of the afterschool program shall establish minimum qualifications for each position that, at a minimum, ensure that all of Contractor's employees who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the District.

b. Selection of the program site supervisors shall be subject to the approval of the School Site principal.

c. There shall be a Program Director, Program Coordinator, and Group Leader, as described as follows:

i) Program Director. The Program Director is responsible for the overall vision, direction and execution of all of the TK-8 extended day education provided by Contractor. The Program Director shall possess: a Bachelor's Degree, Master's Degree preferred; Experience relevant to the Services; Leadership and teaching experience at an elementary and/or middle school; Successful experience working with racially, ethnically, culturally and socio-economically diverse youth. Knowledge, skills, and abilities relevant to the Services; Strong commitment to improve educational equity for under-resourced communities; Highly collaborative problem-solver and strategic thinker; Excellent communication skills; Ability to build partnerships with local schools and community agencies; Knowledge of best youth engagement and development strategies; Adept at assessment and monitoring of student progress; Ability to supervise, coach, and evaluate staff within a framework of equity, performance and cultural competency; Adept at leading program priorities, objectives and goals efficiently and effectively in a fast paced environment from start to finish; Experience with G-Suite, Zoom, Salesforce, and other platforms.

ii) Program Coordinator. The Program Coordinator is responsible for the daily operation of the after-school program, including, but not limited to, strong organization, supporting program staff, consistent monitoring of all classrooms and elements of the after-school program, daily student attendance tracking and general program support. Program Coordinator shall possess the following: Bachelor's Degree preferred; Experience relevant to the Services, working as part of a diverse team, working with an elementary and/or middle school, working with students from diverse backgrounds and needs, working in a social emotional

supportive environment/program, working with school age families; Ability to manage a complex set of demands and activities; Comfortable working with G Suite, Salesforce, texting apps, and other platforms;. Ability to speak Spanish preferred.

iii) Group Leader. The Group Leader is responsible for leading academic and enrichment activities and directly supervising students during the afterschool and intersession programs. The Group Leader shall possess: A minimum of high school diploma or recognized equivalent, and two years of college (48 units), or A.A. degree (or higher), or obtained a passing score on a local assessment of knowledge and skills in assisting in instruction; Previous work with elementary and middle school aged students desirable.

9. ELO-P Plan. District's Board approved "Expanded Learning Opportunities Program Plan Guide", attached hereto as Exhibit "A-1" ("ELO-P Plan"), applies to District's ELO-P. Contractor shall comply with the ELO-P Plan as applicable to Services provided by Contractor after school during the regular school year. If this Agreement is extended for any Renewed Term, the Parties will annually review the ELO-P Plan prior to the start of the new school year and, as applicable, every three (3) years the ELO-P Plan shall be updated and approved at the discretion of the District's Board, and attached to this Agreement as a part of Exhibit "A-1".

10. Attendance. Contractor shall maintain accurate daily student attendance in compliance with all ASES and 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.

11. ELO-P & ASES Requirements.

a. Contractor shall provide the Services in accordance with Education Code sections 8482-8484.65 and 46120 and any and all applicable state regulations and audit requirements that is currently or may become effective during the Term, or any Renewed Term, of this Agreement.

b. The Services shall comply with the following requirements:

i) The expanded learning activities shall focus on developing the academic, social, emotional, and physical needs and interests of children through hands-on and engaging learning experiences. The program should be pupil-centered, results driven, including community partners, and complement (but do not replicate) learning activities in the regular school day. Each component of the program shall consist of the following two elements:

1. An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
2. An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

ii) 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.

iii) Contractor shall comply with the program requirements set forth in subdivision (b) of Education Code Section 46120, including the following:

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the

175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, recess, and meals, are no less than nine hours of combined instructional time, recess, meals, and expanded learning opportunities per instructional day.

Contractor and District will work cooperatively to establish a program schedule that complies with these requirements, with Contractor providing the Services necessary to fulfill the required time for each school day.

- iv) Every child attending the School Site is eligible to participate in the program, subject to program capacity. The Contractor may charge family fees provided that such fees shall be on a sliding scale that considers family income and ability to pay. Contractor's fees and sliding scale shall be subject to District approval. Fees shall be waived for children who are English language learners, eligible for free or reduced-priced meals, for a child that is a homeless youth as defined by the federal McKinney-Vento Homeless Assistance Act (42 United States Code Section 11434a), or for a child who Contractor or District knows is in foster care.
- v) 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 State 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 and any Renewed 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.

- vi) Meals and snacks shall be provided by Contractor to students 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).

12. Other Programmatic and Staffing Requirements.

- a. Contractor, at Contractor's sole cost and expense, shall possess an appropriate childcare license. 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 required by law, and Contractor's use the School Site to offer the Services shall comply with the terms of this 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 license and law. Contractor understands that California Senate Bill 553, which requires implementation of a Workplace Violence Prevention Plan, goes into effect on July 1, 2024, and Contractor agrees to adhere to the District's Workplace Violence Prevention Plan applicable to the School Site.

Pursuant to Education Code sections 46120(b)(2)(D) and 8483.4, Contractor shall notify the District by the next working day following, and submit to District a written report within seven (7) days of, the occurrence of any health- or safety-related issues, including, but not limited to, issues involving criminal background clearances for employees and other individuals participating in the provision of the Services as identified in the Criminal Background Investigation/Fingerprinting Certification in Exhibit "C", building safety at the School Site, and any of the following events:

- i) Death of a child from any cause;
- ii) Any injury to a child that requires medical treatment;
- iii) Any unusual incident or child absence that threatens the physical or emotional health or safety of a child;
- iv) Any suspected child abuse or neglect, as defined in Penal Code section 11165.6;
- v) Epidemic outbreaks;
- vi) Poisonings;
- vii) Fires or explosions that occur in or on the School Site;
- viii) Exposure to toxic substances;
- ix) An arrest of an employee of the Contractor or other individual participating in the provision of the Services; or
- x) Any other health and safety event as may be requested, in writing, by District.

Contractor shall request, in writing, from parents or guardians each pupil's health information, such as whether a pupil has allergies or asthma, before pupil's enrollment in ELO-P. Parents or guardians may provide this information at their discretion and are not required to provide pupil health information in order for the pupil to receive the Services or enroll in ELO-P.

c. Contractor, at its sole cost and expense, shall be responsible for verifying the qualifications, credentials, certificates, and 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.

13. Confidentiality.

- a. 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.
- b. 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.
- c. 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.

- d. **Student Records.** Prior to District providing Contractor's access to student records, Contractor shall submit to District written consent from each student's parent or legal guardian for the release of the student's records on the "Form of Academic Release" attached hereto as Exhibit "E". Contractor shall not provide any subcontractor access to student records unless and until an Academic Release is obtained from each student's parent or legal guardian that specifically allows that subcontractor to receive such student record. Upon submission of a completed Academic Release, to the extent permissible under applicable state law and in accordance with Board Policies and Administrative Regulations 5125 and 5125.1, the District will provide student information, including grades, progress reports, transcripts, IEPs, SSTs meeting notes and test scores. Contractor will also attend IEP and SST meetings when welcomed by the parent or legal guardian, and as consented to in the Academic Release. District will provide an email address and log in access to Catapult Connect and AERIES for Contractor's staff as needed.
- e. 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.

EXHIBIT "A-1"

ELO-P PLAN

All ELO-P Plans approved by the District's Board during the Agreement's Term and any Renewed Term shall be incorporated into this Agreement as Exhibit A-1 by this reference. Copies of the ELO-P Plans are available from the District's Educational Services Office or online at: <https://www.smcsd.org/Departments/Educational-Services/index.html>

EXHIBIT "B"

USE OF SCHOOL SITE

Use of the 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. **Classroom Space.**
 - a. An authorized representative of the District or the School Site will designate and provide Contractor access to the required number of classrooms enrolled in the afterschool program. Classrooms are subject to availability and the location of the program is subject to change, within the sole discretion of District or the School Site.
 - b. The School Site may designate storage space for Contractor's materials and supplies to be used for the program, within the School Site's sole discretion and subject to availability of space. The location for storage is subject to change within the sole discretion of District or the School Site.
 - c. District shall not be responsible for the security of Contractor's personal property, including supplies and materials for the program, and District shall not be responsible or liable for the loss, theft or damage of any Contractor's personal property used, kept or stored at a School Site.
 - d. Contractor acknowledges and understands that Contractor will be delivering the Services at an operating public school campus. District shall have access to and use of any of the classrooms and storage areas during the times these areas are not used by Contractor for the program, including use by third parties arranged by District. Contractor shall cooperate with District following its scheduled use so as not to interfere with the District's or a third-party's use. Entrance into any areas of the School Site other than those designated for Contractor's use are prohibited unless an authorized representative of the District or a School Site provides written consent for use of such other areas.
3. **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.
4. **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.

5. **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. If District's written approval is obtained, 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 or any Renewed 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.
6. **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 or any Renewed 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.
7. **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.

8. **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. District will provide custodial services for the School Site.

9. 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.

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 or any Renewed 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 have not undergone inspection by a Certified Access Specialist (CASp).

EXHIBIT "C"

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 Sausalito Marin City 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), 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: _____

By: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "D"

DISTRICT'S ASES CERTIFIED ASSURANCES

EXHIBIT "E"
FORM OF ACADEMIC RELEASE

I, the undersigned parent or legal guardian of the student identified below, grant _____ ("Contractor") permission to access and receive copies of my child's student records, including state test scores, progress reports, report cards and transcripts, Individualized Educational Plans ("IEPs"), and Student Support Team ("SST") reports.

In addition, I grant Contractor permission to attend IEP/SST meetings and to discuss my child's performance in school with their teachers and other support staff.

I understand that Contractor will maintain all information about my child as confidential and will not release any such information to any third party without my prior written consent.

Student Name: _____

Student Id #: _____

School: _____

Grade: _____

This authorization will remain in effect until such time as I may file with my child's school a written withdrawal of consent to release such information.

I certify that I am the parent or legal guardian and that I have legal custody of my minor child.

Parent/Guardian's Name: _____

Physical Address: _____

Mailing Address: _____

Telephone: _____

Email: _____

Parent/Guardian's Signature: _____

Date: _____