



**REQUEST FOR PROPOSALS  
EXPANDED LEARNING AND AFTER SCHOOL PROGRAM STAFFING  
AND OPERATIONS**

May 21, 2024

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The following documents and each addendum or document as WUSD may issue prior to the award of the Master Contract are a part of this Request for Proposals (“RFP”) and shall constitute the “RFP Packet”:

1. RFP Document A: Notice of Request for Proposals
2. RFP Document B: Instructions to Respondents
3. RFP Document C: Expanded Learning Programs and Operations Information Sheet
4. **“RFP Response Forms”** shall mean the following, each referred to as a **“RFP Response Form”**:
  - 4.1 RFP Document D-1: Proposal Form
  - 4.2 RFP Document D-2: Staff Positions and Staff Position Hourly Rates Schedule, **which is available in electronic format and shall be obtained from WUSD.**
  - 4.3 RFP Document D-3: Expanded Learning Program Staffing Schedule, **which is available in electronic format and shall be obtained from WUSD.**
  - 4.4 RFP Document D-4: Non-Collusion Affidavit
  - 4.5 RFP Document D-5: Anti-Lobbying Certificate
5. RFP Document E: Proposal Evaluation Sheet
6. RFP Document F: Master Program Provider Agreement (**“Master Contract”**), **which is available in electronic format and shall be obtained from WUSD.**

## NOTICE OF REQUEST FOR PROPOSALS

RFP DOCUMENT A

### **AFTER SCHOOL PROGRAM STAFFING AND OPERATIONS**

NOTICE IS HEREBY GIVEN that Washington Unified School District (“**WUSD**”) requests proposals for: (1) educational and support services for students before and after school at the School Sites set forth on RFP Document C – Expanded Learning Program and Operations Information Sheet; and (2) educational and support services for supplemental programs at selected School Sites for students during summers, winter, Saturdays, and other designated periods from interested respondents in accordance with this Notice of Requests for Proposals and other documents in the RFP Packet. The particular requirements are in the RFP Packet and the Master Contract. Before the award of the Master Contract, WUSD reserves the right to cancel this Request for Proposals (“**RFP**”), change any dates stated below, or modify any provisions of the RFP Packet, including the Master Contract.

1. **RFP PACKET.** The **RFP Packet, including the Master Contract, is available starting on the Publicize Start Date stated below** and may be obtained by contacting [finance@wusd.ws](mailto:finance@wusd.ws) or from WUSD’ website at <https://www.washingtonunified.org/rfps>.
2. **QUESTIONS.** Questions regarding this RFP, the RFP Packet, and/or applicable requirements shall be email to [finance@wusd.ws](mailto:finance@wusd.ws) **before 2:00 p.m. on 05/17/2024.**
3. **SUBMITTAL AND CONSIDERATION.** All responses to this RFP shall be submitted **before 2:00 p.m. on 05/24/2024** (“Submittal Deadline”) via email to [finance@wusd.ws](mailto:finance@wusd.ws). Vendors are solely responsible for confirming timely receipt of the Proposal. Responses that are timely received will be considered by WUSD and written notice of WUSD’ decision regarding the award of the Master Contract will be issued to respondents who timely submitted responses. WUSD reserves the right to request additional information and conduct one or more interviews of those respondents selected by WUSD.
4. **CONTRACT AWARD.** The Master Contract and related Site Contracts will be paid, in part or in whole, with federal funds and is subject to applicable federal and state laws, regulations, and requirements. The Master Contract will be awarded based on the Method of Contract Award in the Proposal Evaluation Sheet (RFP Document E). WUSD anticipates awarding the Master Contract before 06/30/2024. The Master Contract will be for an initial period of three years, starting on 08/01/2024 until and including 07/31/2027, subject to two one-year extensions at WUSD’ discretion.

Publicize Start Date: 05/01/2024 and 05/08/2024

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**INSTRUCTIONS TO RESPONDENTS**  
RFP DOCUMENT B

The Washington Unified School District (“**WUSD**”) seeks proposals in accordance with this RFP Packet. These Instructions to Respondents shall apply to this RFP and all proposals in response to this RFP. Terms used in these Instructions to Respondents shall have the meaning set forth in this RFP Packet.

1. **DESCRIPTION OF SERVICES.** WUSD seeks proposals from qualified firms to provide the Services set forth in the Master Contract. With respect to Supplemental Services, WUSD anticipates the following:
  - 1.1 Summer programs at four to five School Sites during June and July for five to six weeks on Monday through Friday, four to eight hours per day.
  - 1.2 Saturday programs at four to five School Sites on scheduled Saturdays during the school year and summer school for four to eight hours per day.
  - 1.3 Winter programs for three to five School Sites for scheduled days for four to eight hours per day.
  - 1.4 Spring programs for three to five School Sites for scheduled days for four to eight hours per day.
  - 1.5 Thanksgiving programs for three to five School Sites for scheduled days for four to eight hours per day.
2. **RFP PACKET.** WUSD issues this RFP Packet to invite interested respondents to submit proposals to provide the Services. WUSD’ issuance of this RFP Packet is not an offer, and no contract will result from a respondent’s submittal of a RFP Response unless and until the Master Contract is entered into and executed with the selected respondent in accordance with these Instructions to Respondents and the Master Contract.
  - 2.1 **EXAMINATION.** Before submitting a RFP Response, each respondent shall carefully review and examine this RFP Packet, including the Master Contract. If a respondent desires to modify any terms or conditions of the Master Contract, the respondent shall make and submit the proposed modifications to WUSD in accordance with Paragraph 4.2.2 below.
  - 2.2 **ADDENDA OR DOCUMENTS.** Any addenda or other documents issued by WUSD during the time of this RFP shall be made a part of this RFP Packet.
3. **RESPONDENT QUALIFICATIONS AND EXPERIENCE.** WUSD shall have the sole and exclusive right to determine whether a respondent has the qualifications and experience to provide the Services. WUSD shall consider each respondent’s qualification and experience based on the evaluation factors set forth in the Proposal Evaluation Sheet, information in respondent’s RFP Response, and other information as WUSD may obtain through any interviews, references, or other sources.
4. **RFP RESPONSES.** To receive consideration, a RFP Response shall be made in accordance with this Notice of Request for Proposals, other RFP Documents, and the following instructions:
  - 4.1 **SUBMISSION.**
    - 4.1.1 **SUBMITTAL AND SUBMITTAL DEADLINE.** All RFP Responses shall be delivered via email to [finance@wusd.ws](mailto:finance@wusd.ws). The respondent is responsible for ensuring that WUSD actually receives the respondent’s RFP Response in accordance with the Submittal Deadline. Any RFP Response that, for any reason, WUSD does not

actually receive in accordance with the Submittal Deadline shall not be opened or considered.

4.1.2 SINGLE SUBMISSION. A respondent may submit only one RFP Response in response to this RFP.

4.2 RFP RESPONSE FORMS, FORMAT, AND CONTENT.

4.2.1 RFP RESPONSE FORMS. Each RFP Response shall be made using the RFP Response Forms provided by WUSD in this RFP Packet. WUSD will not consider any response that is not made on the RFP Response Forms. The RFP Response Forms shall be completed in accordance with these Instructions to Respondents and the instructions on each RFP Response Form.

4.2.2 CONTRACT FORM. The Master Contract shall be in the form that is attached to this RFP Packet. **A respondent that desires to make any changes to the Master Contract form shall do so using a method to track changes and submit the proposed Master Contract to WUSD at the same time as the respondent submits its RFP Response. After the Submittal Deadline, WUSD will not receive or consider from any respondent any exception, change, or reservation to the Master Contract form.**

4.2.3 RESPONSES TO EVALUATION FACTORS. Each respondent shall prepare and submit to WUSD written responses to each evaluation factors set forth in the Proposal Evaluation Sheet (RFP Document E). If a response to an evaluation factor is missing, 0 points will be assigned to that evaluation factor. **The responses to the evaluation factors shall be no more than 15 pages, which shall include within such pages any attachments or exhibits.**

4.3 EXCEPTIONS, CHANGE, OR RESERVATION. Except as stated with respect to the Master Contract form in Paragraph 4.2.2 above, WUSD will not consider any RFP Response where there is any exception, change, or reservation to any terms or conditions of this RFP Packet or any RFP Response Form.

4.4 INTERVIEW. WUSD, at its discretion, may conduct one or more interviews of the respondent(s) selected by WUSD. Upon notice from WUSD of any interview, the applicable respondent shall cooperate with WUSD to schedule and hold the interview(s). A respondent's refusal or failure to participate in an interview as requested by WUSD shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

4.5 REFERENCES. WUSD may request from any or all respondents references of other persons or agencies with which a respondent has provided services similar to the Services required by this RFP and contact such persons or agencies to verify, clarify, or obtain additional information. Upon WUSD' request, the applicable respondent shall provide the list of references to WUSD within three business days of WUSD' request unless WUSD and the respondent agrees to a different timeline. A respondent's refusal or failure to provide the references as requested by WUSD shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

4.6 ADDITIONAL DOCUMENTATION AND INFORMATION. At WUSD' request, the applicable respondent shall submit such additional information as WUSD may request in order to evaluate the respondent's response to this RFP. Such information includes but is not limited to the following:

4.6.1 A letter of organization listing respondent's owners, principals, officers, and those persons authorized to sign legal documents on respondent's behalf.

- 4.6.2 Clarification or additional information or documentation regarding any of respondent's responses to the evaluation factors set forth in the Proposal Evaluation Sheet (RFP Document E).

Upon WUSD' request, a respondent shall promptly submit to WUSD the requested additional information or documentation. A respondent's refusal or failure to provide the requested additional information or document to WUSD, within three business days of WUSD' request or such other timeline as may be agreed to between WUSD and the respondent, shall be deemed a withdrawal by the respondent of its RFP Response and the respondent's RFP Response will not be considered.

- 4.7 **WITHDRAWAL OF RFP RESPONSE.** A respondent may withdraw its RFP Response by notifying WUSD, in writing, of such withdrawal before the Submittal Deadline. A respondent shall be deemed to have withdrawn its RFP Response pursuant to the provisions in 4.4, 4.5, and 4.6 above. After the Submittal Deadline and except as provided in 4.4, 4.5, and 4.6, a selected respondent shall not be relieved of its RFP Response unless by WUSD' written consent or as required by applicable laws.

**5. EVALUATION OF RFP RESPONSES.** WUSD will review and evaluate all RFP Responses that WUSD receives in accordance with the Submittal Deadline.

- 5.1 **EVALUATION AND EVALUATION FACTORS.** WUSD shall evaluate each RFP Response based on the information provided in the RFP Response, information that WUSD receives from any interview(s) of the respondent or from reference(s), and such other information as WUSD may obtain from other sources. In conducting the evaluation, WUSD shall use the evaluation factors set forth in the Proposal Evaluation Sheet (RFP Document E).

- 5.2 **REJECTION AND IRREGULARITY.** WUSD reserves all rights to reject any or all responses, to contract for services with whomever and in whatever manner, to cancel or abandon this RFP entirely, and/or to waive any informality or irregularity of any RFP Responses.

**6. AWARD AND EXECUTION OF MASTER CONTRACT.**

- 6.1 **AWARD OF MASTER CONTRACT.** WUSD shall issue a Notice of Award of Contract to the selected respondent and notify all other respondents regarding the award of the Master Contract. The Master Contract shall be awarded based on the Method of Contract Award stated in the Proposal Evaluation Sheet (RFP Document E). WUSD shall have no obligation or liability to the selected respondent until the Master Contract has been executed by WUSD and the selected respondent.

- 6.2 **EXECUTION OF MASTER CONTRACT.** If a respondent is selected by WUSD and issued a Notice of Award of Contract by WUSD, the respondent shall negotiate in good faith with WUSD regarding any modifications to the Master Contract form that that the respondent timely submitted to WUSD in accordance with 4.2.2 above. Upon agreement on the modifications and the Master Contract, the selected respondent shall execute the Master Contract and submit all documents required of the selected respondent within 10 days of the Notice of Award of the Contract.

- 6.3 **AWARD TO ANOTHER RESPONDENT.** If WUSD and the selected respondent are not able to agree on the Master Contract or the selected respondent does not execute the Master Contract in accordance with 6.2 above, WUSD, without any obligation or liability to the selected respondent, may terminate negotiation with the selected respondent and commence negotiation with the second respondent selected by WUSD. If WUSD and the second selected respondent, after negotiating in good faith, is not able to agree on the Master Contract or the second selected respondent does not execute the Master Contract in accordance with 6.2 above, WUSD, without any obligation or liability to the second selected respondent, may commence negotiation with the third respondent that WUSD

selects. Upon agreement on the Master Contract, the selected respondent shall execute the Master Contract and submit all documents required of the selected respondent within 10 days of WUSD' Notice of Award of the Contract to the selected respondent.

- 6.4 **CANCEL AWARD OF CONTRACT.** WUSD reserves the right, without any obligation or liability, to cancel the award of the Master Contract at any time before the full execution of the Master Contract between WUSD and the selected respondent.
7. **COMPENSATION.** The amount that WUSD shall pay to the selected respondent for performance of the Master Contract shall be as set forth in the Master Contract that is entered into and fully executed by WUSD and the selected respondent.
8. **ECONOMIC PRICE ADJUSTMENT.** All pricing included in the proposal shall be fixed for the first year of the Contract. Following the first year, the selected respondent may request a price increase based upon percentage increase in the annual Consumer Price Index (C.P.I.) and/or State or Federal labor laws that affect staffing costs not to exceed five percent (5%).
9. **SUBCONTRACTS AND ASSIGNMENT.** Except as permitted by the Master Contract, the selected respondent shall not subcontract with or assign to any other entities or persons the respondent's obligations to provide the Services required by the Master Contract.
10. **PUBLIC RECORDS.** This RFP Packet and any addenda thereto, all RFP Responses and any other documents submitted by respondents, and other documents relating to this RFP and the information contained therein are subject to the California Public Records Act and other applicable federal and state laws and requirements.
11. **COMPLIANCE WITH LAW.** All respondents shall be required to comply with all applicable laws. Further, all respondents understand that the Contract is being funded through federal and state grants, and agree to comply with applicable Federal and State law, including but not limited to, Equal Employment Opportunity, Davis-Bacon Bacon Act, Contract Work Hours and Safety Standards Act, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401), Clean Air and Federal Water Pollution Acts, Debarment and Suspension, Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), Surveillance Equipment Restrictions (2 CFR Section 200.216), Domestic Preferences (2 CFR Section 200.322), Procurement of Recovered Materials (2 CFR Section 200.323), Small and Minority Business Preferences (2 CFR Section 200.321), Federal Occupational Safety and Health Act (34 CFR 75.609), and Energy Conservation Compliance (34 CFR 75.616).
12. **QUESTIONS/ADDENDA.** Questions regarding documents, discrepancies, omissions, or doubt as to meanings related to this RFP must be submitted in accordance with the deadline for questions stated in the Notice of Request for Proposals. If a respondent discovers any ambiguity, conflict, discrepancy, omission, or error in this RFP Packet, the respondent shall immediately notify WUSD in writing of the problem. If a respondent knows of or should have known of an ambiguity, conflict, discrepancy, omission, or error and does not notify WUSD of it, the respondent shall respond to this RFP at its own risk and, if the respondent is awarded the Master Contract, the respondent shall not be entitled to additional compensation by reason of such matter. WUSD shall provide responses and clarifications to questions through written addenda.

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**EXPANDED LEARNING PROGRAMS AND OPERATIONS INFORMATION SHEET**

RFP DOCUMENT C



**EXPANDED LEARNING PROGRAM AND OPERATIONS INFORMATION SHEET**  
RFP DOCUMENT C

WUSD seeks proposals to provide Base Services and Supplemental Services, as these terms are defined in the Master Contract, for the following School Sites. Respondent shall review this RFP Document C and all other RFP Documents carefully before responding to this RFP. **This RFP and the Master Contract do not create an exclusive contract for the selected respondent to provide Base Services or Supplemental Services for any of the School Sites. The listing of a School Site in this RFP Document C does not entitle the selected respondent to provide Base Services or Supplemental Services to the School Site.**

<b>Site No.</b>	<b>School Site</b>	<b>Street Address</b>	<b>Anticipated Regular After School Day Schedule</b>	<b>Anticipated Early Release Schedule 12 days per school year</b>	<b>Estimated Students Served</b>
<b>02</b>	American Union Elementary School	2801 W. Adams Ave., Fresno, CA 93706	2:30 pm - 6:00 pm	12:40 pm - 6:00 pm	100
<b>03</b>	West Fresno Elementary School	2910 S. Ivy Ave., Fresno, CA 93706	2:20 pm - 6:00 pm	12:40 pm - 6:00 pm	150
<b>04</b>	West Fresno Middle School	2888 S. Ivy Ave., Fresno, CA 93706	3:10 pm - 6:10 pm	1:30 pm - 6:00 pm	200
<b>01</b>	Washington Union High School	6041 S Elm Ave., Fresno, CA 93706	3:15 pm - 6:15 pm	12:40 pm - 6:00 pm	130
<b>30</b>	WUSD Alternative Education Schools	5865 S. Clara Ave. Fresno, CA 93706	1:45 pm - 6:00 pm	12:35 pm - 6:00 pm	20

**PROPOSAL FORM**  
RFP DOCUMENT D-1

**From:**

Name of Respondent: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Dear Washington Unified School District (“WUSD”):

The above-named respondent hereby proposes and agrees, in accordance with the Master Contract and each applicable Site Contract to provide the Services, as this term is defined in the Master Contract, to WUSD. If WUSD awards the Master Contract to respondent at any time before this RFP is withdrawn, the respondent hereby agrees to, and shall execute and deliver, the Master Contract in accordance with the Instructions to Respondents. Respondent designates the above contact person and address as its office to which WUSD may deliver any notice that is required or permitted by this RFP.

Respondent shall complete the information requested on this Proposal Form and the other RFP Response Forms listed below and submit them to WUSD in accordance with the Instructions to Respondents and other RFP Documents. Failure to so complete and submit shall render the RFP response non-responsive.

**Respondent shall submit a Base Price for Part I. All proposed rates shall include employee salary and taxes, including but not limited to, office and administrative overhead costs. Except as specifically stated in the Master Contract relating to economic price adjustments or as mutually agreed in writing by the selected respondent and WUSD, no other adjustments shall be permitted during the Master Contract Term.**

**BASE PRICE.** Respondent proposes and agrees to provide the Base Services, as this term is defined in the Master Contract, for the “**Base Price**” stated below and in RFP Document D-3, After School Program Staffing Schedule (*state Base Price from RFP Document D-3, Expanded Learning Program Staffing Schedule*):

\_\_\_\_\_ )  
(\$ \_\_\_\_\_ )

[Remainder of page intentionally left blank]

**ADDENDA.** Addenda and other documents issued by WUSD are included in this RFP and are a part of the Master Contract. Respondent acknowledges receipt of the following addenda:

Addendum No. <u>1</u>	Date <u>05/21/2024</u>	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

**RFP RESPONSE DOCUMENTS SUBMITTED.** The above-listed respondent submits the following documents (collectively “RFP Response” or “RFP Response Documents,” separately “RFP Response Document” *(must mark and submit all of the following documents)*):

- 1. Proposal Form (RFP Document D-1)
- 2. Staff Positions and Staff Position Hourly Rates Schedule (RFP Document D-2)
- 3. Expanded Learning Program Staffing Schedule (RFP Document D-3)
- 4. Non-Collusion Affidavit (RFP Document D-4)
- 5. Anti-Lobbying Certificate (RFP Document D-5)
- 6. Responses to evaluation factors set forth in Proposal Evaluation Sheet (RFP Document E)

The undersigned declares under penalty of perjury under the laws of the State of California and executes on behalf of the above-named respondent that the representations made in this Proposal Form and other RFP Response Documents are true and correct.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTE:** This Proposal Form must state the respondent’s full legal name and business address. If respondent is a partnership, this Proposal Form must be signed in the partnership’s name and by a general partner authorized to bind the partnership, with the name and title of the person signing typed or printed below the signature. If respondent is a corporation, this Proposal Form must be signed in the corporation’s legal name and by the chairman of the board, president or any vice president, *and* by the secretary, assistant secretary, the chief financial officer or assistant treasurer, with the name and title of each person signing typed or printed below the signature. All persons signing this Proposal Form must be authorized to bind the respondent to its RFP Response. Upon WUSD’ request, a respondent shall provide written evidence of each such person’s authority. **If this Proposal Form is not signed, WUSD will not consider the respondent’s RFP Response.**

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**STAFF POSITIONS AND STAFF POSITION HOURLY RATES SCHEDULE**  
RFP DOCUMENT D-2

**STAFF POSITIONS AND STAFF POSITION HOURLY RATES SCHEDULE**  
RFP DOCUMENT D-2

**INSTRUCTIONS:** Each respondent shall list the Staff Position Hourly Rate for each Staff Position in column D-2.4, that respondent proposes to provide Base Services and Supplemental Services to WUSD. **Except as specifically stated in the Master Contract, the Staff Position Hourly Rate proposed for each Staff Position in this RFP Document D-2 shall be the highest Staff Position Hourly Rate at which respondent, if it is awarded the Master Contract, shall charge WUSD, and WUSD shall pay respondent, for the Base Services and Supplemental Services during the Master Contract Term. Respondent shall charge for overtime and double time rates as approved by WUSD. Unless approved by WUSD, WUSD shall not be obligated to and shall not pay the selected respondent for any time during which respondent's staff is not performing Base Services or Supplemental Services, as these terms are defined in the Master Contract (e.g., WUSD will not pay respondent for time during which respondent's staff are on vacation, taking sick or other leaves, attending professional development or training, or attending staff meetings).**

**All proposed Staff Position Hourly Rates shall include employee salary and all applicable taxes, including but not limited to office and administrative overhead costs. Except as specifically stated in the Master Contract, no other adjustments shall be permitted during the Master Contract Term.**

D-2.1	D-2.2	D-2.3	D-2.4
"Staff Position"	Title of Staff Position	Functions and Duties of Staff Position	"Staff Position Hourly Rate"
1	Site Lead or Equivalent	Overseeing program operations, managing staff, communicating with stakeholders, ensuring program effectiveness, and handling administrative tasks.	
2	Assistant Site Lead or Equivalent	Supporting the Site Lead in program operations, assisting with staff supervision, communication with stakeholders, resource management, and ensuring smooth program functioning.	
3	Staff/Tutor or Equivalent	Facilitating student learning activities, providing tutoring support.	

**EXPANDED LEARNING PROGRAM STAFFING SCHEDULE**  
RFP DOCUMENT D-3

**EXPANDED LEARNING PROGRAM STAFFING SCHEDULE**  
RFP DOCUMENT D-3

**INSTRUCTIONS:** Respondents are required to use only the Staff Positions and associated Staff Position Hourly Rates provided in RFP Document D-2 (Staff Positions and Staff Position Hourly Rate Schedule) to calculate the base price, as detailed in column D-3.3 of the Staffing Schedule provided below.

This RFP and the Master Contract do not create an exclusive contract for the selected respondent to provide the Base Services or Supplemental Services for any of the School Sites. Moreover, the listing of a School Site in this RFP Document D-3 does not entitle the selected respondent to provide Base Services or Supplemental Services to the School Site. WUSD, at its sole discretion, may enter into a Site Contract for one, several, or all of the School Sites for one or several years or the entire Master Contract Term, or contract with one or more third party(ies) to provide Base Services and/or Supplemental Services or similar services to a School Site. Until a Site Contract is executed between WUSD and the selected respondent requiring the selected respondent to provide Base Services or Supplemental Services for a School Site, WUSD shall have no obligation or liability to the selected respondent.

D-3.1 SITE NO.	D-3.2  SCHOOL SITE	D-3.3		
		STAFF POSITION		
		Staff Position 1	Staff Position 2	Staff Position 3
02	American Union Elementary	1	1	10
03	West Fresno Elementary	1	1	12
04	West Fresno Middle School	1	1	9
01	Washington Union High School	1	0	3
30	WUSD Alternative Education Schools	0	0	1

<b>D-3.4: Total number of people proposed in Each Staff Position (sum of people proposed for each Staff Position) :</b>	4	3	35
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<b>D-3.5: Staff Position Hourly Rate (state the applicable Staff Position Hourly Rate from RFP Document D-2) :</b>			
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<b>D-3.6: "Staff Position Total" (D-3.4 X D-3.5 for each Staff Position) :</b>			
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<b>"Base Price" (sum of Staff Position Total from D-3.6) :</b>	\$		
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**NON-COLLUSION AFFIDAVIT**  
RFP DOCUMENT D-4

Name of Respondent: \_\_\_\_\_

The undersigned declares:

1. Respondent's RFP Response is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The RFP Response is genuine and not collusive or sham.
2. Respondent has not directly or indirectly induced or solicited any other respondents to put in a false or sham response to the RFP. Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham response/proposal, or to refrain from submitting a response to the RFP. Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposed price of respondent or any other respondent, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other respondent. All statements contained in the RFP Response are true. Respondent has not, directly or indirectly, submitted its, his, or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid/RFP depository, or to any member or agent thereof to effectuate a collusive or sham response to the RFP, and has not paid, and will not pay, any person or entity for such purpose.
- 4 I have full power to execute, and do execute, this Non-Collusion Affidavit on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Non-Collusion Affidavit are true and correct and that this Non-Collusion Affidavit is executed on the date stated below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ANTI-LOBBYING CERTIFICATE**  
RFP DOCUMENT D-5

(Certification Required for Contract of \$100,000 or above)

Name of Respondent: \_\_\_\_\_

The above-listed respondent certifies that the following are true and accurate, and agrees to comply with the provisions of 31 U.S.C 3801 et seq.

1. Respondent will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining federal award.
3. Respondent shall require certification similar to this Certificate in sub-awards at all tiers.

Submission of this Anti-Lobbying Certificate is a prerequisite for making or entering into the Master Contract imposed by federal law, 31 USC 1352. Any person who makes an expenditure prohibited in 1 above shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

The undersigned represents that he/she has full power to execute, and do execute, this Anti-Lobbying Certificate on behalf of the above-listed respondent and declare under penalty of perjury under the laws of the State of California that the statements contained in this Anti-Lobbying Certificate are true and accurate and that this Anti-Lobbying Certificate is executed on the date stated below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**PROPOSAL EVALUATION SHEET**  
**RFP DOCUMENT E**  
 (Rating to be completed by WUSD or designee)

Name of Respondent: \_\_\_\_\_

**METHOD OF AWARD OF CONTRACT:** WUSD shall award the Contract to the responsible respondent whose proposal is most advantageous to WUSD' programs, taking into consideration whether the respondent is eligible based on the evaluation factors in Part 1 and whether respondent's total rating is the highest on the evaluation factors in Part 2.

**PART 1 – ELIGIBILITY FACTORS**

No.	Evaluation Factor	Yes	No	N/A
1.1	If respondent is a corporation or other entity, is respondent duly formed and in good standing under applicable state laws (e.g., respondent's status is not terminated, revoked, or suspended)?  <i>Respondent is ineligible if the answer is "no"; do not proceed.</i>			
1.2	If respondent is a corporation or other entity, is respondent registered with the California Secretary of State to do business in California (check California Secretary of State website)?  <i>Respondent is ineligible if the answer is "no"; do not proceed.</i>			
1.3	Is respondent currently debarred, suspended, or otherwise ineligible to be awarded a contract paid for with federal funds (see federal System for Award Management (SAM))?  <i>Respondent is ineligible if the answer is "yes"; do not proceed.</i>			
1.4	Has respondent provided assurance that it will be able to maintain, during the Master Contract Term, commercial general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate? Acceptable assurance includes a copy of a current Certificate of Insurance evidencing the required insurance and policy limits or a written statement from respondent's insurance broker/agent that respondent will be able to obtain and maintain the required insurance and policy limits.  <i>Respondent is ineligible if the answer is "no"; do not proceed.</i>			
1.5	Has respondent, if it has any employees, provided assurance that it will be able to maintain, during the Master Contract Term, workers' compensation insurance policy as required by the California Labor Code or is legally self-insured pursuant to Labor Code section 3700 et seq.? Acceptable assurance includes a copy of a current Certificate of Insurance evidencing the required insurance and policy limits or a written statement from respondent's insurance broker/agent that respondent will be able to obtain and maintain the required insurance and policy limits. If respondent has no employees, it shall submit a written statement so stating.  <i>Respondent is ineligible if the answer is "no"; do not proceed.</i>			

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**PART 2 – RATING FACTORS**

No.	Evaluation Factor	Rating
2.1	<p>During the last five years, has respondent or any of its owners, partners, or officers been debarred, disqualified, removed or otherwise ineligible to bid on, submit proposals for, or be awarded any contract by a government agency? If respondent answers yes, it shall state the nature of the debarment, disqualification, removal or ineligibility and the name of the government agency.</p> <p>Yes                    -5 point No                        5 points</p>	
2.2	<p>Is respondent currently, or during the last five years, the debtor in a bankruptcy case?</p> <p>Yes                    -5 point No                        5 points</p>	
2.3	<p>During the last five years, how many claims have been filed in court or arbitration against or by respondent on any contracts or transactions with any government agencies? For each claim, respondent shall state the nature of the claim, whether the claim was made against or by respondent, and the name of the government agency.</p> <p>0 claims                5 points 1-3 claims              3 points 4 or more claims    0 point</p>	
2.4	<p>Does the respondent have the qualifications and ability to perform the Services in accordance with the Master Contract? Qualification and ability include but are not limited to respondent’s financial capability, staffing and capacity, and methods, sequences, and timeline for providing the Services required by the Master Contract.</p> <p>Has qualifications and ability to perform the Services                    10 points Deficient in qualification and ability to perform the Services            4 points Does not have qualifications and ability to perform the Services        0 point</p>	
2.5	<p>During the last five years, what experience does respondent have in providing to California public educational agencies services that are like the Services required by the Master Contract?</p> <p>5 years or more experience    15 points 3-4 years of experience        10 points 1-2 years of experience        5 points No experience                    0 point</p>	
2.6	<p>During the last five years, what experience does respondent have in providing after school programs and activities at one or more School Sites listed in RFP Document C: After School Programs and Operations Information Sheet? Respondent shall state the name of each school site, the period during which services were provided, and the nature of the programs and activities.</p> <p>5 or more years’ experience    10 points 3-4 years’ experience            8 points 1-2 years’ experience            4 points No experience                    0 point</p>	
2.7	<p>Does respondent’s proposed programs, activities, and snacks meet the needs of the School Sites? Respondent shall describe programs, and activities that it will provide as part of the Services at each School Site.</p> <p>Meets needs of School Sites                    10 points Deficient in meeting needs of School Sites    0 points Does not meet needs of School Sites           -5 point</p>	



**MASTER PROGRAM PROVIDER AGREEMENT (MASTER CONTRACT)**

RFP DOCUMENT F

**MASTER PROGRAM PROVIDER AGREEMENT (MASTER CONTRACT)**

RFP DOCUMENT F

**COVER**

<b>CONTRACTOR</b>	
Full legal name of other party (“ <b>Contractor</b> ”) <span style="float: right;">DBA (<i>leave blank if none</i>):</span> Attn: Name of contact person, Title Street address ( <b>no PO box</b> ) City, State ##### Phone: (###) ###-#### Email: email	
<b>WUSD</b>	
Washington Unified School District (“ <b>WUSD</b> ”) Attn: Chris M. Vaz, Chief Business Official 7950 S. Elm Ave. Fresno, CA 93706 Phone: (559) 495-5600      Email: <a href="mailto:finance@wusd.ws">finance@wusd.ws</a>	
<b>ADDRESS FOR INVOICE TO WUSD:</b> All invoices to WUSD shall be addressed to the attention of Washington Unified School District, Accounts Payable, 7950 S. Elm Ave, Fresno, CA 93706  Preferably, invoices should be delivered via email to <a href="mailto:accountspayable@wusd.ws">accountspayable@wusd.ws</a> .	
<b>MASTER CONTRACT TERM</b> (see § 3.1) “ <b>Effective Date</b> ”: August 1, 2024 “ <b>Termination Date</b> ”: July 31, 2027	<b>TERMINATION DURING MASTER CONTRACT TERM</b> (see § 3.2) Grounds for Termination: See § 3.2.1 and 3.2.2 Notice Period: See § 3.2 and 3.3
SERVICES. Upon execution of a Site Contract by the Parties, Contractor shall perform all obligations required of Contractor under this Master Contract and provide all labor, materials, supplies, equipment, and transportation necessary to perform, as required by the Site Contract, one, several, or all of the following, collectively “ <b>Services</b> ”:  _ Base Services (see § 1.4.2.1) _ Supplemental Services (see § 1.4.2.2)	
<b>CONTRACT AMOUNT AND PAYMENT SCHEDULE</b>	
See Article 2	
<b>REQUIRED DOCUMENTS</b> (see § 1.5.1). Contractor shall provide to WUSD each document marked below:	
1. Written proof of insurance and additional insured coverage as required in Section 4.1 for: (A) commercial general liability; (B) workers compensation and employer’s liability; and (C) commercial automobile liability. 2. Fingerprinting and Criminal Background Check Certification (“ <b>Fingerprinting Certification</b> ”), which Contractor must obtain from and submit to WUSD before Contractor commences any Services. 3. Tuberculosis Certification (“ <b>TB Certification</b> ”), which Contractor must obtain from and submit to WUSD before Contractor commences any Services. 4. At WUSD’ request and as applicable, Taxpayer Identification Number Request, W-9, or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (Form 587), Withholding Exemption Certificate (Form 590), or other Franchise Tax Board forms; and documents that WUSD requires to process payment to Contractor.	

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Master Contract, Contractor and WUSD, separately referred to as a “Party” and collectively as the “Parties,” have reviewed and understand and hereby enter into this Master Contract. Unless the context requires otherwise, any reference to a Party in this Master Contract includes its governing body and members thereof, officers, employees, and agents. Each person executing this Master Contract on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Master Contract.

CONTRACTOR

WUSD

By: \_\_\_\_\_  
Print Name: Name |  
Title: Title |

By: \_\_\_\_\_  
Randy R. Morris, Superintendent  
or Authorized Designee

**NOTE – ELECTRONIC SIGNATURE:** While WUSD will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to WUSD in the electronic format it was signed in.

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## GENERAL TERMS AND CONDITIONS

This Master Contract consists of and includes the following:

Cover

General Terms and Conditions

Article 1 Scope of Services and Obligations

Article 2 Payment

Article 3 Term and Termination of Master Contract; Suspension of Services

Article 4 Insurance

Article 5 Indemnity

Article 6 Dispute Resolution

Article 7 General Provisions

RFP Packet issued by WUSD, including any addenda thereto

RFP Response of Contractor

Documents that Contractor is required to provide under this Master Contract (collectively "**Required Documents**"), not attached

Terms with initial capital letter shall have the respective meanings set forth in this Master Contract.

### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

#### SECTION 1.1 RECITALS

- 1.1.1 WUSD participates in Consortium Fresno Recreation, Enrichment, and Scholastic Help Expanded Learning Program Partnership Program ("**Expanded Learning Program**"). Through the Expanded Learning Program, qualified school sites at WUSD may administer and implement educational and support services to their students before and after school and other designated periods.
- 1.1.2 Funding for the After School Program is through the federal 21<sup>st</sup> Century Community Learning Centers Grant and the California After School Education and Safety grant as follows: (1) base funding to be used for programs and activities before and after school on regular school days ("**Base Funding**") and (2) supplemental funding to be used for programs and activities on Saturdays, intersessions, and summer ("**Supplemental Funding**").
- 1.1.3 WUSD has entered into separate agreements with Fresno County to provide educational, support services, and/or administration services to school sites within WUSD (referred to separately "**School Site**" and collectively "**School Sites**") for Expanded Learning Programs for the School Sites.
- 1.1.4 By this Master Contract, WUSD desires to retain Contractor to provide, and Contractor desires to provide, to WUSD the Services set forth in this Master Contract and each completed and executed Site Contract. The Parties further desire by this Master Contract to set forth the terms and conditions upon which Contractor shall provide and WUSD shall compensate Contractor for such Services, and to set forth the Parties' rights and obligations relating to such Services and this Master Contract and each Site Contract.

#### SECTION 1.2 CONTRACTOR QUALIFICATIONS.

- 1.2.1 Contractor represents and shall ensure that it and all persons whom it employs or retains to perform this Master Contract have, throughout the Master Contract Term, the necessary training, skill, and experience and are qualified to so perform, including having all required licenses, permits, and/or certifications (collectively and separately "**License**"). Contractor shall provide WUSD with written proof of each License upon WUSD' request and notify WUSD in writing no later than 10 days after Contractor receives any notice that any such License has been revoked, suspended, placed on probation, or non-renewed.



- 1.2.2 Contractor shall ensure that all of Contractor's employees in all Staff Positions are qualified and trained to provide Base Services and Supplemental Services and Tutor Staff Positions are qualified and trained to provide Tutoring Services, including but not limited to, being at least 18 years old and having education and experience of any combination equivalent to (A) high school diploma, general education degree ("**GED**"), or State High School Proficiency certificate and an associate degree or a higher degree (successful completion of an adopted paraprofessional exam that meets ESSA requirements may be substituted for the associate degree) or (B) two years of study at an institute of higher education equivalent to 48 semester units.

SECTION 1.3 SITE CONTRACT – BASE SERVICES AND SUPPLEMENTAL SERVICES. The Parties, in coordination with each School Site, shall complete and execute a Site Contract for each School Site for which Contractor shall provide Base Services or Supplemental Services, including any Field Trips. Each completed Site Contract shall be executed by the Contractor, and WUSD' authorized designee before Contractor commences any Base Services or Supplemental Services on a School Site. WUSD shall have no obligation to pay Contractor for any Staff Positions that are not set forth in an approved quote. The form of the Site Contract shall be as set forth in the Site Contract form attached to this Master Contract, subject to any adjustments thereto as mutually agreed by the Parties.

SECTION 1.4 SCOPE OF SERVICES. The term "**Services**" shall refer to and include one, several, or all of the following: General Services, Base Services, Supplemental Services.

- 1.4.1 GENERAL SERVICES. Contractor shall provide the following "**General Services**" as part of each Site Contract executed by the Parties pursuant to this Master Contract:

1.4.1.1 EMPLOYEE RECRUITMENT, HIRING, AND SUPERVISION. Contractor shall be responsible for recruiting, screening, interviewing, and hiring employees necessary for Contractor to perform the Services. Contractor shall also be responsible for replacing any Contractor Staff who is no longer employed by Contractor, and for handling absences of any Contractor Staff. In addition, Contractor shall receive and process the hour logs and payroll of the Contractor Staff

1.4.1.2 SUPERVISION AND COORDINATION OF SERVICES. Unless stated otherwise in a Site Contract in which case such provisions shall apply to the extent provided therein, Contractor is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for Contractor to perform this Master Contract and each Site Contract; (B) the acts and omissions of Contractor's officers, employees, agents, and any other persons who Contractor retains to perform this Master Contract and each Site Contract; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and/or damage or loss to the property of Contractor's officers, employees, agents and any persons who Contractor retains to perform this Master Contract and each Site Contract, to any officers, employees, agents, students, or invitees of WUSD, or to any Third Party.

1.4.1.3 SUBSTITUTES. If a Staff Position is absent from his/her work at a School Site during any part of a Program Day, Contractor shall provide a substitute Staff Position or provide WUSD written notice that no substitute Staff Position is available and will not be provided. The substitute Staff Position shall meet all of the qualifications set forth in this Master Contract. Contractor shall not charge WUSD for any Staff Position that is not at the School Site providing Base Services or Supplemental Services.

- 1.4.2 BASE/SUPPLEMENTAL SERVICES. Upon execution of a Site Contract by the Parties and except as specifically provided below, Contractor shall perform all obligations required of Contractor under this Master Contract and provide all labor, materials, supplies, equipment, and transportation

necessary to perform, as required by the Site Contract, one or both of the following, collectively **“Base/Supplemental Services”**:

- 1.4.2.1 BASE SERVICES. For each Expanded Learning Program at a School Site that is funded with Base Funding, Contractor shall provide the General Services set forth in Section 1.4.1 above, comply with the terms and conditions that apply to the use of the Base Funding, and provide services (**“Base Services”**) that comply, at a minimum, with the following requirements:
- 1.4.2.1(A) EDUCATION AND LITERACY COMPONENT. Contractor shall provide a program at each School Site that includes an educational and literacy component to provide tutoring and/or homework assistance in one or more of the following areas: language arts, mathematics, history, social science, computer training, and/or science. This component must support the School Site's core curriculum, state standards, and be developed in collaboration with School Site staff and WUSD.
  - 1.4.2.1(B) EDUCATIONAL ENRICHMENT COMPONENT. Contractor shall provide a program at each School Site that includes an enrichment component, which may include, but need not be limited to fine arts, recreation, physical fitness, career/technical education, and prevention activities. Such activities might involve the arts, music, sports, recreation, career preparation activities, teen pregnancy, substance abuse prevention services, gang awareness activities, conflict resolution training, community service-learning, and other youth development activities based on student needs and interests.
  - 1.4.2.1(C) SNACKS/MEALS. Contractor shall serve a daily nutritious snack and/or meal provided by the WUSD to students participating in the Expanded Learning Program at each School Site.
  - 1.4.2.1(D) CONTRACTOR STAFF/STUDENT RATIO. Contractor shall maintain a student to Staff Position ratio of not more than 20 students to 1 Staff Position for grades 1-12 and 10 students to 1 Staff Position for grades TK-K. Contractor shall maintain records regarding the number, types, and time of Staff Positions working each Program Day at a School Site and provide such records to WUSD upon WUSD' request.
  - 1.4.2.1(E) SITE LEAD. Contractor shall maintain at least one lead Staff Position (**“Site Lead”**) to coordinate program and activities at the School Site and provide general supervision of the Expanded Learning Program at the School Site, unless the Site Lead is provided by the School Site or WUSD. A School Site's election to provide a Site Lead shall not relieve or release Contractor from performance of any of Contractor's obligations under this Master Contract and the applicable Site Contract.
  - 1.4.2.1(F) STUDENT ATTENDANCE/DATA SUBMISSION. Contractor shall track and submit attendance/data for each student at a school Site as required by WUSD. Contractor shall provide WUSD original and/or copies of all student attendance sheets and any other documents/information related to student attendance upon request by WUSD.
  - 1.4.2.1(G) PROGRAM CALENDAR. Before the commencement of an Expanded Learning Program at a School Site, Contractor shall provide WUSD with a calendar evidencing, at a minimum, the Program Days and Program Hours for the School Site.
  - 1.4.2.1(H) MANAGEMENT AND SUPPORT SERVICES. Contractor shall provide support services to each School Site as requested by the School Site or WUSD, and overall management and supervision of the Base Services provided to the School Site.

1.4.2.1(I) **STUDENT RECRUITMENT AND SUPPORT SERVICES.** Contractor shall provide each School Site, as requested by School Site or WUSD, with support services to recruit students to participate in the Expanded Learning Program at the School Site.

1.4.2.1(J) **FIELD TRIPS.** From time to time during the Site Contract Term of a Site Contract, a School Site and WUSD may elect to have students participate in or attend programs, activities, or events related to the Expanded Learning Program at a location other than the School Site ("**Field Trip**"). Contractor shall coordinate and cooperate with WUSD and the School Site and provide Staff Positions to accompany and supervise students who are participating in the Field Trip, and provide them with programs and activities that meet the requirements of Section 1.4.2.1(A) through 1.4.2.1(F). A Field Trip may occur on a Program Day or on a day other than a Program Day. WUSD shall provide transportation necessary for any Field Trips.

1.4.2.1(K) **PROGRAM DAYS AND HOURS – REGULAR AND EARLY RELEASE PROGRAM DAYS.** Contractor shall operate the Expanded Learning Program at each School Site in accordance with the following: (A) a minimum of 15 hours per week, (B) commencing immediately upon the conclusion of the regular school day at the School Site and continuing until 6:00 p.m.; and (C) not operating for less than one and one half hours per Program Day for the Before School Program. Contractor shall provide the Base Services in accordance with the applicable Site Contract.

1.4.2.2 **SUPPLEMENTAL SERVICES.** For each Expanded Learning Program at a School Site that is funded with Supplemental Funding, Contractor shall provide the General Services set forth in Section 1.4.1 above, comply with the terms and conditions that apply to the use of the Supplemental Funding, and provide services ("**Supplemental Services**") that comply, at a minimum, with the requirements in Section 1.4.2.1(A) through 1.4.2.1(J) and the Site Contract that applies to the School Site. The term Supplemental Services shall be substituted in every place where the term Base Services appear in Section 1.4.2.1(A) through 1.4.2.1(J).

1.4.3 **NO ADDITIONAL SERVICES.** Except for the Services set forth in this Master Contract, Contractor shall not provide and is not entitled to any payment from WUSD under this Master Contract for any other services that Contractor may provide to WUSD or any School Site.

1.4.4 **NON-EXCLUSIVE SERVICES.** Contractor acknowledges and agrees that this Master Contract does not constitute an exclusive contract for Contractor, and WUSD has contracted or may contract with one or more third parties, to provide to WUSD services that may be identical or similar to the Services required under this Master Contract.

#### SECTION 1.5 WUSD-PROVIDED TRAINING TO CONTRACTOR'S STAFF POSITIONS.

1.5.1 During the Master Contract Term and at WUSD' discretion, WUSD may make available professional development and training ("**WUSD-Provided Training**") to one or more of Contractor's Staff Positions that are working at the School Sites to provide Base Services or Supplemental Services. WUSD shall notify Contractor of the WUSD-Provided Training and indicate any terms or conditions relating to the WUSD-Provided Training.

1.5.2 During all times that the Staff Positions are attending the WUSD-Provided Training, including travel to and from the WUSD-Provided Training, the Staff Positions shall remain the employees of Contractor.

1.5.3 Except as specifically provided in a completed and executed Site Contract, WUSD shall not be obligated to pay for any salary or other compensation, or costs incurred by Contractor or any Staff Positions relating to the WUSD-Provided Training.

#### SECTION 1.6 WORK PRODUCTS AND RIGHTS THERETO.

1.6.1 **GENERALLY.** Unless stated otherwise in a Site Contract in which case such provisions shall apply to the extent provided therein, this Section shall survive the termination of this Master Contract and the

applicable Site Contract and apply to: (A) any Work that WUSD provides to Contractor pursuant to or relating this Master Contract and the applicable Site Contract (“**WUSD Work**”); and (B) any Work that is prepared for and/or provided to WUSD by or on behalf of Contractor pursuant to or relating to this Master Contract or a Site Contract (“**Contractor Work**”). “**Work**” means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

- 1.6.2 **WUSD WORK.** The following applies to the WUSD Work: (A) the WUSD Work is WUSD’ property and WUSD has all interests and rights thereto; (B) Contractor does not own and shall not claim any interest or right to or in the WUSD Work; (C) WUSD grants to Contractor a limited license during the applicable Site Contract Term to use and reproduce only those portions of the WUSD Work necessary for Contractor to perform this Master Contract and the applicable Site Contract; and (D) Contractor shall return any or all WUSD Work to WUSD upon WUSD’ request.
- 1.6.3 **CONTRACTOR WORK.** The following applies to the Contractor Work: (A) the Contractor Work is Contractor’s property and Contractor has all interests and rights thereto; (B) except as stated in this Section 1.6.3, WUSD does not own and shall not claim any interest or right to or in the Contractor Work; and (C) Contractor grants to WUSD a limited license during the applicable Site Contract Term to use and reproduce the Contractor Work.

## SECTION 1.7 RECORDS AND INFORMATION.

- 1.7.1 **REQUIRED DOCUMENTS.** Contractor shall provide to WUSD each Required Document marked on the Cover, each of which is incorporated into and constitutes a part of this Master Contract. If any Required Document becomes incorrect or inapplicable or expires during the Master Contract Term, Contractor shall promptly notify in writing and/or submit to WUSD the corrected, updated, or effective Required Document. If Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, WUSD shall have the right to withhold payment of any or all of the Site Contract Amounts due to Contractor until such time that WUSD receives the Required Document from Contractor.
- 1.7.2 **CONFIDENTIAL MATERIAL.** If any documents and/or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal and/or California laws (collectively and separately “**Confidential Material**”) are provided to or created by Contractor for or pursuant to this Master Contract, Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Master Contract may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Contractor’s performance of this Master Contract and each Site Contract; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. Contractor is being provided with access to and/or possession of the Confidential Material to perform the Services as a “school official,” as that term is defined by the Family Educational Rights and Privacy Act (“**FERPA**”). WUSD asserts that Contractor qualifies as a school official under FERPA because Contractor: (A) is providing services to WUSD for which WUSD may otherwise use its employees; (B) will remain under the direct control of WUSD with respect to the use and maintenance of the Confidential Material; and (C) will comply with Confidential Material use and disclosure requirements. The provisions of this Section 1.7.2 shall survive the termination of this Master Contract and the applicable Site Contract.
- 1.7.3 **RECORD RETENTION, INSPECTION, AND AUDIT.** Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Contractor under this Master Contract and each applicable Site Contract for at least five years after the date on which this Master Contract terminates and make them available, upon WUSD’ request, for review, audit, and/or copying by WUSD and/or any federal or state agencies. Upon WUSD’ written notice to Contractor that a longer retention period is necessary in order for WUSD to comply with records retention requirements under a court order or federal or state laws, Contractor shall continue to retain such books and records for the period stated in WUSD’ notice. This Master Contract involves the expenditure of \$10,000 or more in funds from the State of California and is subject, for three years after the final payment is made, to the State Auditor’s examination and audit at WUSD’ request or as part of an audit of WUSD. Further, Contractor shall maintain accurate records of administrative costs

in the form required by WUSD. The provisions of this Section 1.7.3 shall survive the termination of this Master Contract and each applicable Site Contract.

## SECTION 1.8 COMPLIANCE WITH APPLICABLE LAWS AND GRANT.

- 1.8.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively “**Law**”) applicable to its performance of this Master Contract and each applicable Site Contract, and all Law that it agrees to comply under this Master Contract (referred to collectively and separately as “**Applicable Law**”) and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Master Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Master Contract and an Applicable Law, the provision in this Master Contract shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Applicable Law, as used in this Section 1.8.1, shall include the policies, regulations, and procedures of the School Site on which Contractor is providing Base Services or Supplemental Services to the extent they relate to the use of facilities, ground spaces, and personal properties of the School Site, safety, and emergency procedures.
- 1.8.2 **FEDERAL GRANT FUNDS.** The Services to be provided pursuant to this Master Contract and each applicable Site Contract are paid, in part or in whole, with federal grant funds under 21<sup>st</sup> Century Community Learning Centers. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Master Contract. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; (D) the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and WUSD’ Conflict of Interest Policies; (E) Conflict Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 CFR Part 401), (F) Surveillance Equipment Restrictions (2 CFR Section 200.216), (G) Domestic Preferences (2 CFR Section 200.322), Procurement of Recovered Materials (2 CFR Section 200.323), (H) Small and Minority Business Preferences (2 CFR Section 200.321), (I) Federal Occupational Safety and Health Act (34 CFR 75.609), and (J) Energy Conservation Compliance (34 CFR 75.616). Upon WUSD’ request, whether during or after the Master Contract Term, Contractor shall cooperate with and provide WUSD with documents and information relating to this Master Contract and each applicable Site Contract that are necessary for WUSD to comply with applicable federal laws, regulations, and requirements. The provisions of this Section 1.8.2 shall survive the termination of this Master Contract and each applicable Site Contract.

## ARTICLE 2 PAYMENT.

**SECTION 2.1 BASE SERVICES AND SUPPLEMENTAL SERVICES.** As full consideration and compensation for Contractor’s performance of its obligations under this Master Contract and Basic Services or Supplemental Services required under a Site Contract, WUSD shall pay Contractor in accordance with the Staff Position Hourly Rates set forth in the Staff Positions and Staff Position Hourly Rates Schedule (RFP Document D-2), to be billed in 15-minute increments for the time during which a Staff Position performs Base Services or Supplemental Services in accordance with this Master Contract and the applicable Site Contract. The total amount WUSD shall pay to Contractor for Base Services or Supplemental Services at each School Site shall not exceed the Site Contract Amount stated in the applicable Site Contract. Contractor shall refund to WUSD any amount that is in excess of the Site Contract Amount within 30 days of receiving a written demand from WUSD.

**SECTION 2.2 ECONOMIC PRICE ADJUSTMENTS.** The Staff Position Hourly Rates shall be fixed for the first year of the Master Contract. Following the first year of the Master Contract, Contractor may request that the Staff Position Hourly Rates be increased based upon the cumulative increase in the Consumer Price Index (C.P.I.) for all urban consumers for the Fresno area during the previous year, and upon approval by WUSD and by written amendment to the Master Agreement, the Staff Position Hourly Rates may be increased based on percentage increase in the C.P.I. and/or State or Federal labor laws that affect staffing costs not to exceed five percent (5%). Contractor shall notify WUSD in writing of

any requests for adjustment, stating, at a minimum, the proposed changes to the Staff Position Hourly Rates for the Staff Positions, the percentage increase in the C.P.I., and the proposed effective date of the adjustments.

**SECTION 2.3 EXCLUDED CHARGES.** Except as set forth in this Master Contract, Contractor shall not charge WUSD for any time during which Contractor or its officers, employees, or subcontractors (to the extent WUSD has approved such subcontractors) are attending any professional development or training, take any types of leaves, attending staff meetings, setting up at a School Site, preparing instructional programs or activities for a School Site, or cleaning up at a School Site.

**SECTION 2.4 INVOICE, ADDITIONAL INFORMATION, AND DECLARATION UNDER PENALTY OF PERJURY.**

**2.4.1 SITE CONTRACT – BASE SERVICES OR SUPPLEMENTAL SERVICES.** Before Contractor may receive any payment under this Master Contract and any Site Contract, Contractor shall submit an itemized invoice and other documents as set forth below to WUSD at WUSD' address for invoice stated on the Cover. Each invoice shall be submitted to WUSD no later than the 15<sup>th</sup> day of the current calendar month for Base Services or Supplemental Services that Contractor provided in the prior calendar month and shall state and include, at a minimum, the following:

2.4.1.1 Site Contract Number.

2.4.1.2 School for which Contractor provided the Base Services or Supplemental Services.

2.4.1.3 School Site on which Contractor provided the Base Services or Supplemental Services.

2.4.1.4 Not-to-exceed Site Contract Amount for the Site Contract.

2.4.1.5 Sum of all amounts that WUSD previously paid to Contractor for Base Services or Supplemental Services that Contractor performed pursuant to the Site Contract.

2.4.1.6 Amount that Contractor is requesting as compensation for Base Services or Supplemental Services performed in accordance with this Master Contract and the Site Contract. Each amount for Base Services or Supplemental Services shall be based on the Staff Positions and Staff Position Hourly Rates set forth in the Staff Positions and Staff Position Hourly Rates Schedule (RFP Document D-2). The applicable Staff Position Hourly Rate shall be billed in 15-minute increments and based on the time that the Staff Position actually spent performing the Base Services or Supplemental Services.

2.4.1.7 Daily staff sign-in/sign-out sheets or other time keeping methods acceptable to WUSD for all time during a Program Day or Field Trip for which Contractor requests payment for any Staff Position.

**2.4.2 ADDITIONAL INFORMATION.** Upon receiving an invoice and if WUSD objects to it and/or requires additional information, WUSD shall notify Contractor and Contractor shall provide such information to WUSD within 10 days after Contractor receives WUSD' notice. If Contractor fails or refuses to provide the additional information, WUSD shall have the right to withhold payment of any or all of the Site Contract Amount of the applicable Site Contract until such time that WUSD receives such information from Contractor.

**2.4.3 DECLARATION UNDER PENALTY OF PERJURY.** Each person submitting and/or signing an invoice on behalf of Contractor declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and know its content; (B) the invoice and supporting information are true, accurate, and complete, and reflect amounts due and Services that Contractor has completed in accordance with this Master Contract and the applicable Site Contract, and the correct amount for the Services; (C) Contractor has complied and is in compliance with all obligations required of Contractor under this Master Contract and the applicable Site Contract; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims, and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences.

SECTION 2.5 PAYMENT SCHEDULE, DEDUCTION, AND RELEASE. WUSD shall pay Contractor, within 30 days of receipt and approval of Contractor's invoice, for Services that Contractor performed in accordance with this Master Contract and the applicable Site Contract. WUSD may deduct from each payment, if applicable, withholdings required by applicable laws, including but not limited to, those for non-California or foreign residents. Contractor's acceptance of any payment under a Site Contract shall constitute, effective on the date of acceptance, a release of all claims and liabilities that Contractor has or may have against WUSD for any additional payment for the Services, and/or matters, for which the payment was made. However, WUSD' payment shall not relieve Contractor of Contractor's obligations under this Master Contract and the applicable Site Contract, or for deficient or defective Services that WUSD discovers after the payment is made.

SECTION 2.6 REFUND OF PAID CONTRACT AMOUNT FOR NON-PERFORMED SERVICES. The Parties agree that WUSD is obligated to pay Contractor only for Services that Contractor performs in accordance with this Master Contract and the applicable Site Contract. Contractor hereby agrees to refund and pay to WUSD any portion of any Site Contract Amount that Contractor may receive for which Contractor has not performed Services in accordance with this Master Contract and the applicable Site Contract, such payment to be made by Contractor to WUSD within 30 days of WUSD' written demand for such refund and payment.

### ARTICLE 3 TERM AND TERMINATION OF MASTER CONTRACT; AND SUSPENSION OF SERVICES.

SECTION 3.1 MASTER CONTRACT TERM AND EXTENSION. This Master Contract is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date ("**Initial Master Contract Term**") and any written extension thereto ("**Master Contract Term**") and, unless terminated during the Master Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Master Contract Term without any notice or action by either Party. If WUSD elects to extend the Initial Master Contract Term, WUSD shall provide written notice thereof to Contractor at least 60 days before the expiration of the Initial Master Contract Term or the then effective Master Contract Term. Thereafter, the Parties shall enter into a written amendment to extend the Initial Master Contract Term or then effective Master Contract Term for up to two one-year extensions.

### SECTION 3.2 GROUNDS FOR TERMINATION OF MASTER CONTRACT DURING MASTER CONTRACT TERM.

3.2.1 CAUSE. This Master Contract shall terminate upon expiration of the Master Contract Term. During the Master Contract Term, this Master Contract may be terminated pursuant to the following:

3.2.1.1 TERMINATION BY WUSD. WUSD may terminate this Master Contract upon Contractor's material breach of one or more provisions of this Master Contract, or a Site Contract, including but not limited to, the following after WUSD has provided Contractor with written notice as required by Section 3.2.1.3 below:

3.2.1.1(A) Contractor refuses or fails to perform Services as required under a Site Contract.

3.2.1.1(B) Contractor refuses or fails to comply with any term or condition of this Master Contract or any Site Contract.

3.2.1.2 TERMINATION BY CONTRACTOR. Contractor may terminate this Master Contract upon WUSD' material breach of one or more provisions of this Master Contract, a Site Contract, and after Contractor has provided WUSD with written notice as required by Section 3.2.1.3 below.

3.2.1.3 NOTICE OF TERMINATION. A Party intending to terminate this Master Contract pursuant to Section 3.2.1.1 or Section 3.2.1.2 shall provide the breaching Party with written notice at least 30 days ("**Termination Notice Period**") before the effective termination date and provide the breaching Party with five business days after the date that the breaching Party received the non-breaching Party's notice to terminate ("**Cure Period**") to cure unless the non-breaching Party shall agree in writing to an extension of the Cure Period before the expiration of the Cure Period. Upon expiration of the Cure Period and any mutually agreed upon time extension, and if the breaching Party has not cured the breach and provided written notice of completion of such corrective action to

the non-breaching Party, this Master Contract shall terminate effective 12:00 midnight on the last day of the Cure Period without any further notice or actions by either Party.

- 3.2.2 ADDITIONAL GROUNDS. Notwithstanding any provisions to the contrary in this Master Contract, this Master Contract shall terminate during the Master Contract Term pursuant to any of the following:
- 3.2.2.1 CONVICTION OR CRIMINAL PROCEEDING INVOLVING SERIOUS OR VIOLENT FELONY. WUSD, at WUSD' sole discretion and upon written notice by WUSD to Contractor, may terminate this Master Contract, effective on the date stated in WUSD' notice of termination, if Contractor provides any Staff Position who has a conviction of, or a pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) and/or a serious felony listed in Penal Code section 1192.7(c).
  - 3.2.2.2 CONTRACTOR NONCOMPLIANCE WITH APPLICABLE LAWS. WUSD, at WUSD' sole discretion and upon written notice to Contractor, may terminate this Master Contract effective on the date stated in WUSD' written notice if Contractor, in performing Services, fails to comply with federal, state, or local laws that apply to Contractor's performance of the Services and the Applicable Law as defined in this Master Contract.
  - 3.2.2.3 RECEIVERSHIP OR BANKRUPTCY OF, OR INABILITY TO PAY DEBTS BY, CONTRACTOR This Master Contract shall terminate effective the day immediately preceding the day on which: (A) there is a filing by or against Contractor to have Contractor adjudged bankrupt or there is a petition for reorganization or arrangement of Contractor under any law relating to bankruptcy; (B) Contractor applies for, consents to, or has an order, judgment, or decree entered by a court for approval of a petition for or appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Contractor's assets; (C) Contractor is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or (D) Contractor makes a general assignment for the benefit of creditors. Contractor shall provide WUSD with written notice within 15 days of the occurrence of any of the aforementioned events.
  - 3.2.2.4 CONTRACTOR UNAUTHORIZED SUBCONTRACT, ASSIGNMENT, OR TRANSFER OF CONTRACT. Any subcontract, assignment, or transfer of this Master Contract, any Site Contract, by Contractor in violation of the provisions in Section 7.3 constitutes a material breach of this Master Contract and WUSD, at WUSD' sole discretion and upon written notice to Contractor, may terminate this Master Contract effective on the date stated in WUSD' written notice.
  - 3.2.2.5 CONTRACTOR FAILURE TO PROCURE AND MAINTAIN REQUIRED INSURANCE. If Contractor fails to maintain any of the insurance required by this Master Contract, WUSD, upon providing Contractor with written notice, may terminate this Master Contract effective on the date stated in WUSD' written notice.
  - 3.2.2.6 NON-ALLOCATION OF OR INSUFFICIENT ALLOCATED FUNDS. Upon written notice to Contractor, WUSD may terminate this Master Contract effective on the date stated in WUSD' notice if, during the Master Contract Term, WUSD and/or other government agencies and/or grant or funding entities from whom WUSD receives or is to receive funds to pay for the Site Contracts entered into pursuant to this Master Contract: (1) reduce or eliminate some or all funds to make each such payment, (2) fail to or determine not to appropriate or allocate funds for future payments, or (3) fail or determine not to allocate funds in an amount sufficient to make future payments.
  - 3.2.2.7 LICENSE, CERTIFICATION, OR PERMIT. WUSD, at WUSD' sole discretion and upon written notice to Contractor, may terminate this Master Contract effective on the date stated in WUSD' written notice if Contractor's license, certification, or permit required to provide Services under this Master Contract has been revoked, repealed, suspended, or placed on probation by any governmental or accrediting agency.
  - 3.2.2.8 OTHER GROUNDS. WUSD may terminate this Master Contract effective on the date stated in WUSD' written notice of termination to Contractor pursuant to any of the following:
    - (A) Contractor fails to provide to WUSD and/or comply with the Fingerprinting Certification;
    - (B) Contractor fails to provide to WUSD and/or comply with the TB Certification; (C)



Contractor's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; and/or (D) Contractor's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

**SECTION 3.3 TERMINATION OF SITE CONTRACT.** Each Site Contract shall terminate at 12:00 midnight on the last day of the Site Contract Term without any notice or action by either Party. A Party, with or without cause, may terminate any Site Contract by giving the other Party written notice at least 30 days before the effective date of termination.

**SECTION 3.4 RIGHTS AND OBLIGATIONS UPON TERMINATION.**

- 3.4.1 **EFFECT OF TERMINATION OF MASTER CONTRACT ON PENDING SITE CONTRACT.** Termination of this Master Contract shall also terminate, on the effective termination date of this Master Contract, all Site Contracts where the Site Contract Term has not expired.
- 3.4.2 **EFFECT OF TERMINATION OF SITE CONTRACT.** Termination of a Site Contract shall only be effective as to that Site Contract. Such termination shall not terminate or affect any other Site Contracts.
- 3.4.3 **PAYMENT.** Upon termination of this Master Contract during the Master Contract Term, the following shall apply and survive the termination of this Master Contract: (A) WUSD shall pay Contractor only for Services that Contractor is required to perform, and has performed in accordance with, this Master Contract and the applicable Site Contract before the effective date of termination; (B) Contractor shall submit an invoice within 30 days of the effective date of termination; (C) Sections 2.5 and 2.6 shall apply to Contractor's invoice and WUSD' payment under this Subsection; and (D) upon WUSD' payment, if any has been invoiced by Contractor and is due to Contractor, WUSD is not obligated to make any further payment to Contractor, whether pursuant to contract, law or equity.
- 3.4.4 **RETURN OF RECORDS AND INFORMATION.** At WUSD' request, all documents, records, data, information, and materials and other items that WUSD provided to Contractor related to this Master Contract, any Site Contract, shall be returned to WUSD no later than 30 days after the effective date of termination of this Master Contract or the date of WUSD' request, whichever is earlier.

**SECTION 3.5 SUSPENSION OF SERVICES.** Despite any contrary provision in this Master Contract, WUSD shall have the right to suspend, delay, or interrupt any or all Services at any time during the applicable Site Contract Term by providing written notice to Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof ("**Suspension Period**"). Unless the Parties agree otherwise in writing, the following shall apply upon WUSD' exercise of the rights under this Section: (A) Contractor shall suspend, delay, or interrupt such Services as stated in WUSD' notice but shall continue to perform all other Services; (B) Contractor shall not be entitled to any compensation for Services that Contractor would have been required to perform under a Site Contract but did not perform during the Suspension Period, and the Site Contract Amount shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment to the applicable Site Contract; (C) Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to WUSD' exercise of its right under this Section or the Suspension Period; (D) Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and (E) the Master Contract Term and Site Contract Term shall remain the same.

**SECTION 3.6 FORCE MAJEURE.** A Party is not liable for failing to perform or delaying performance of this Master Contract or any Site Contract due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse WUSD' payment to Contractor of any portion of the Site Contract Amount that is due to Contractor where Contractor has performed, in accordance with this Master Contract and the applicable Site Contract, the Services for which payment is requested, and submitted an invoice and supporting information as required Section 2.5. Contractor shall not receive any payment for Services that Contractor did not perform during the period in which the Force Majeure occurred.

## ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Contractor, at its cost, shall maintain in effect insurance that complies, at a minimum, with the applicable requirements stated below. WUSD, in its sole discretion, may waive in writing any requirement in this Article; however, WUSD' failure to insist or request that Contractor comply with such requirements shall not constitute a waiver on WUSD' part. WUSD reserves the right to reject any insurance and/or to require that Contractor obtain insurance through an insurer satisfactory to WUSD.

- 4.1.1 *Commercial General Liability*, in effect throughout the Master Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Washington Unified School District, the Fresno County Superintendent of Schools, and their officers, employees, agents, and volunteers as an additional insured.
- 4.1.2 *Workers Compensation* in accordance with California laws and *Employer's Liability Insurance* with a limit of not less than \$1,000,000 per accident, both of which shall be in effect throughout the Master Contract Term.
- 4.1.3 *Commercial Automobile Liability*, in effect throughout the Master Contract Term, with limits per accident not less than \$1,000,000 and providing coverage, at a minimum, for non-owned and hired autos and, if there are any autos owned by Contractor, then also covering owned autos.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Contractor shall provide to WUSD: (A) before commencement of any Services and from time to time as WUSD may request, written proof satisfactory to WUSD of the existence of the insurance required of Contractor, including any required endorsement; (B) upon WUSD' request, a copy of the insurance policy and/or other evidence of insurance satisfactory to WUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Contractor's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Contractor shall disclose any deductible or self-insured retention for any of the required insurance. WUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Contractor obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Contractor provide other assurances satisfactory to WUSD. Contractor's obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of this Master Contract.

## ARTICLE 5 INDEMNITY.

Except as stated in the Fingerprinting Certification or the TB Certification in which case the indemnity provisions contained in each certificate required of Contractor shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Master Contract, any Site Contract, shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Master Contract. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross- action, and/or proceeding arising out of, resulting from, or relating to this Master Contract where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or

cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Master Contract and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of WUSD or a member, officer, or agent of the Washington Unified Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## **ARTICLE 6 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Master Contract or any Site Contract, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Master Contract or any Site Contract that arises or occurs after the termination of this Master Contract or the termination of a Site Contract. During any dispute, WUSD' decision, for the time being, shall prevail and Contractor shall perform this Master Contract and the applicable Site Contract as WUSD directs without prejudice to a Final Determination, as this term is defined in Article 5. During a dispute regarding payment under this Master Contract or a Site Contract, WUSD shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is determined in a Final Determination to be due to Contractor, WUSD shall pay such amount to Contractor within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, WUSD shall pay Contractor in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Master Contract or any Site Contract until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Master Contract or the applicable Site Contract.

## **ARTICLE 7 GENERAL PROVISIONS.**

**SECTION 7.1 ENTIRE AGREEMENT, EXECUTION, AMENDMENT, AND WAIVER.** This Master Contract is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. The Parties may execute this Master Contract, a Site Contract, and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Master Contract, a Site Contract, or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Master Contract, a Site Contract, only by a writing executed by them.

**SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION.** If there is uncertainty of any language in this Master Contract, the Site Contract, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Master Contract and any Site Contracts and shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Master Contract, any Site Contracts, shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Master Contract or any Site Contracts shall be adjudicated in state or federal court in Fresno County, California, provided that WUSD does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Master Contract or any Site Contracts void, illegal, or unenforceable, this Master Contract and the particular Site Contract shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Master Contract or the particular Site Contract and the remaining provisions shall be construed to preserve the Parties' intent in this Master Contract and the particular Site Contract. Any provision in this Master Contract, a Site Contract, that by its nature applies after, or is specifically stated to survive, the termination of this Master Contract and the applicable Site Contract shall survive the termination of this Master Contract and the applicable Site Contract.

**SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT.**

Contractor is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of WUSD. This Master Contract and any Site Contracts do not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Contractor and its officers, employees, agents, and any other person performing services for or on behalf of Contractor shall not have any right or claim against WUSD for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Contractor shall not assign, transfer, or subcontract any or all of its obligations and/or rights under this Master Contract or any Site Contract including by operation of law or change of control or merger, without WUSD' prior written consent.

**SECTION 7.4 NOTICES.** Except as may be stated otherwise in this Master Contract in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Master Contract, any Site Contracts, in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Master Contract and the applicable Site Contract.

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