

# ESCONDIDO UNION SCHOOL DISTRICT

## Independent Agency Agreement

This Independent Agency Agreement is hereby entered into on this 21<sup>st</sup> day of July, 2022 ("Effective Date") by and between the ESCONDIDO UNION SCHOOL DISTRICT, hereinafter referred to as "District," and the City of Escondido, hereinafter called "Agency." The District and the Agency may be referred to herein collectively as the "Parties."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services, if such persons are specially trained, experienced, and competent to perform the special services required; and

WHEREAS, District is in need of such special services related to after school programs; and

WHEREAS, Agency is specially trained, experienced, and competent to perform the special services required by the District.

NOW, THEREFORE, the parties agree as follows:

### 1. Agency Responsibilities

The Agency shall provide a no cost before and after school program for students at Bernardo Elementary, LR Green Elementary, Miller Elementary, North Broadway Elementary and Reidy Creek Elementary. The Agency shall provide services and work as outlined in Exhibit A, which is incorporated herein fully by this reference.

### 2. Term

The Agency shall commence with providing services and work under this Agreement on July 30, 2022, and will diligently perform as required to complete services by June 30, 2024.

### 3. Compensation

District agrees to reimburse the Agency for services pursuant to this Agreement for a total fee not to exceed One Million One Hundred Sixty-One Thousand dollars (\$1,161,000.00) per school year. Agency shall submit periodic invoices which include a statement of work performed. The District shall pay all invoices within thirty days of receipt.

### 4. Expenses

District shall not be liable to Agency for any costs or expenses paid or incurred by Agency in performing services for District under this agreement except for the Compensation stated in Section 3 of this Agreement, as detailed in Exhibit A; Agency shall bear its own expenses.

### 5. Precedence of Agreement Over Exhibits

Should there be any ambiguity or inconsistency between any exhibits to this Agreement and the terms of this Agreement, the terms of this Agreement take precedence.

### 6. Independent Agency

Agency, in the performance of this Agreement, shall be and shall act as an independent Agency. Agency understands and agrees that it and all of its employees shall not be considered officers, employees or agents, of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Agency assumes full responsibility for the acts and/or omissions of its employees, agents, or subcontractors as they relate to the services to be provided under this Agreement. Nothing in this Agreement shall give the Agency possession of authority with respect to any District decision beyond the rendition of information, advice, recommendation or counsel. Agency is not authorized to make any representation, contract, or commitment on behalf of District. Agency hereby agrees to indemnify and hold harmless the District from and against any claim by an Agency employee that he or she is an employee of the District relating to the services provided under this Agreement.

## **7. Materials**

Agency shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

## **8. Confidentiality**

The Agency and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District.

The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to, ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the Agency and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the Agency to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the Agency, so long as those persons have a legitimate interest in the information.

Notwithstanding the provisions of this Section 8, Agency (including its affiliates' employees, directors, contractors, consultants, counsel, and agent(s)) may disclose confidential information in the event, but only to the extent, that, based upon reasonable advice of counsel, the Agency is required to do so by the disclosure requirements of any law, rule, or regulation, including but not limited to the California Public Records Act (cal. Gov't Code § 6250 et seq.), or any order, decree, subpoena, ruling, or other similar process of any court, tribunal, securities exchange, governmental agency, or governmental or regulatory

authority, or if such disclosure is to necessary to enforce this Agreement ("Necessary Disclosure"). In the event of a Necessary Disclosure, the Agency shall, to the extent legally permitted provide the District with prompt written notice so the District may, at the District's sole expense, seek a protective order or other appropriate remedy to protect such information. If such protective order or other remedy is not obtained, the Agency will not be in breach of this Agreement by furnishing such confidential information as required.

## **9. Copyrighted Materials**

Agency shall advise District of any and all materials used, or recommended for use, by Agency to achieve the project goals that are subject to any copyright restrictions or requirements. In the event Agency shall fail to so advise District, and as a result of the use of any programs or materials developed by Agency under this Agreement, District should be found in violation of any copyright restrictions or requirements, or District should be alleged to be in violation of any copyright restrictions or requirements, Agency agrees to indemnify, defend and hold harmless District against any action or claim brought by the copyright holder.

## **10. Audit and Inspection of Records**

At any time during the normal business hours and as often as District may deem necessary, Agency shall make available to District for examination at District's place of business specified above all data, records, investigation reports and all other materials respecting matters covered by this Agreement, and Agency will permit the District to audit, and to make audits of, all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.

## **11. Termination**

Either party may terminate this Agreement upon giving 30 days advance written notice of intention to terminate for cause. Cause shall include: (a) material violation of this Agreement; or (b) any act by a party exposing the other party to liability to others for personal injury or property damage; or (c) if either party is adjudged as bankrupt, make a general assignment for the benefit of creditors, or a receiver is appointed on account of either party's insolvency. Written notice by either party of termination for cause shall contain the reasons for such intention to terminate, and unless within ten (10) business days after service of such notice, the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall, upon the expiration of the ten business days, cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the parties. Written notice shall be deemed given when received by the other party, or no later than five (5) days after the day of mailing, whichever is sooner.

In the event of termination, District shall compensate Agency for services rendered up until the effective date of such termination.

## 12. Indemnification/Hold Harmless

### a. Agency's Indemnification of District.

To the fullest extent permitted by law, Agency shall defend, indemnify and hold harmless the District and its officials, agents and employees ("District Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of Agency's performance under this Agreement, regardless of whether such claim, damage, loss or expense is caused in part by a District Indemnitee, which may be incurred by reason of:

- Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Agency or any person, firm or corporation employed by the Agency, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the Agency, or any person, firm or corporation employed by the Agency, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.
- Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

The Agency shall not be obligated to indemnify a District Indemnitee for liability due to willful misconduct, active negligence, or sole negligence for which that District Indemnitee is legally responsible. Agency shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

This provision shall survive the term of this Agreement.

### b. District's Indemnification of Agency.

To the fullest extent permitted by law, District shall defend, indemnify and hold harmless the Agency and its officials, agents and employees ("Agency Indemnitees") from and against claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of District's performance under this agreement, regardless of whether such claim, damage, loss or expense is caused in

part by an Agency Indemnitee, which may be incurred by reason of:

- Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the District or any person, firm or corporation employed by the District, either directly or by independent contract, upon or in connection with the services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Agency or its officers, employees or agents.
- Any injury to or death of any person, including the Agency or its officers, agents and employees, or damage to or loss of any property caused by any act, neglect, default, or omission of the District, or any person, firm or corporation employed by the District, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the Agency or its officers, employees or agents.
- Any liability for damages which may arise from the furnishing or use of any copyrighted or un-copyrighted matter or patented or unpatented invention under this Agreement.

The District shall not be obligated to indemnify an Agency Indemnitee for liability due to willful misconduct, active negligence, or sole negligence for which that Agency Indemnitee is legally responsible. District shall, if requested by the Agency, defend using counsel approved by the Agency in its sole discretion.

This provision shall survive the term of this Agreement.

### **13. Insurance**

Agency shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should Agency maintain insurance policies with coverage and limits of liability that exceed the minimum coverage and limits requirements that are broader than as outlined below, those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

**Commercial General Liability** - Using a standard ISO CG 00 01 occurrence form or its equivalent., including operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.

The Commercial General Liability Coverage shall include the following endorsements:

- The District, its Board, officers, agents and employees shall be included as Additional Insureds using ISO Additional Insured endorsements CG 20 10 and CG 20 37 or a blanket additional insured endorsement as applicable, "The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Agency, including materials, parts or equipment furnished in connection with such work; and the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Agency's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Agency's insurance and shall not be called upon to contribute with it.

**Automobile Liability** - Using a standard ISO Business Auto CA 00 01 form or its equivalent, with limits not less than \$1,000,000 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

The Auto coverage shall include the following endorsements:

- The District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Agency or for which the Agency is responsible; and the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Agency's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Agency's insurance and shall not be called upon to contribute with it.

**Professional Liability** - (Required if providing assessments, evaluations, therapy) including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence [Two Million Dollars (\$2,000,000) general aggregate]. Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability.

**Abuse and Sexual Molestation Endorsement for Minors** - (Required only if Box 20.B is checked.) Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate and \$5,000,000 excess/umbrella coverage.

In addition, Agency agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District

shall be excess and noncontributory."

No later than ten (10) working days after execution of this Agreement, Agency shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. Agency agrees to name District and its officers, agents and employees as additional insureds under said policy.

#### **14. Workers' Compensation Insurance**

Agency agrees to procure and maintain in full force and effect Worker's Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of Agency participating under this Agreement, Agency agrees to defend and hold harmless the District from such claim.

#### **15. Assignment**

The obligations of the Agency pursuant to this Agreement shall not be assigned by the Agency.

#### **16. Compliance with Applicable Laws**

Agency agrees to comply with all federal, state and local laws, rules, regulations and ordinances, including but not limited to those rules and regulations related to COVID-19, that are now or may in the future become applicable to Agency.

#### **17. Permits/Licenses**

Agency and all Agency's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

#### **18. Entire Agreement/Amendment**

This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the Agreement.

#### **19. Nondiscrimination in Employment**

Agency agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national original, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

#### **20. Fingerprinting/Criminal Background Investigation Certification**

Agency and the Agency's employees shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Agency hereby represents and warrants to District the following:

- A.  Agency and/or the Agency's employees shall have no contact with District students at any time during the Term of this Agreement or the Agency and/or Agency's employees will have contact with District students only when under the observation of a District's employee.
- B.  Agency/Agency's employees will have contact with District students during the term of this Agreement while not under the observation of a District employee. Agency agrees to provide evidence of clearance for any and all assigned employees performing under this agreement, when requested/required by the District.
- C.  (Required only if Box 20.B is checked.) All of the Agency's employees noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Agency's employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Agency further agrees and acknowledges that if at any time during the Term of this Agreement Agency learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Agency shall immediately notify the District's Assistant Superintendent of Educational Services and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible. The Parties further understand and agree that the District's Superintendent or the Superintendent's designee may, at any time, provide written notice withdrawing consent to any of Agency's employees performing services under this Agreement when, in the reasonable discretion of the Superintendent, it is inappropriate for Agency's employee to continue providing services under this Agreement owing to criminal convictions or other misconduct or other factors deemed relevant by the Superintendent.

## 21. Tuberculosis Certification

Agency and the Agency's employees shall at all times comply with the tuberculosis ("TB") certification requirements as set forth below. Specifically, by checking the applicable boxes below, Agency hereby represents and warrants to District the following:

- A.  Agency and/or Agency's employees will not be present on a District school site and **will not** have contact with District students during the term of this Agreement.
- B.  Agency and/or Agency staff **shall be present on a District school site and have contact with District students no more than two times in any month** during the Term of this Agreement.
- C.  The Agency and/or Agency's employees shall or may be on a District school site and **have contact with District students three or more times per month** during the term of



this Agreement and, at no cost to District, they have received a TB test that complies with the requirements of California Education Code section 49406. Agency agrees to provide evidence of clearance for any and all assigned employees performing under this agreement, when requested/required by the District.

Agency shall maintain on file the certificates showing that the Agency's employees were examined and found free from active TB. These forms shall be regularly maintained and updated by Agency and shall be available to District upon request or audit.

Agency further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

## **22. COVID-19 Vaccination Status Certification**

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 (Order of the State Public Health Officer Vaccine Verification for Workers in Schools) individuals that are on public or private school property serving students from transitional kindergarten through grade 12 are required to be fully vaccinated and provide proof of vaccination.

A person is considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Jansen).

Unvaccinated or incompletely vaccinated workers must be tested at least once weekly either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

Agency shall certify all employees/staff, including the employees of any subcontractor who will perform work at any District location are either fully vaccinated and have provided Agency with proof of vaccination or such employees/staff will comply with weekly testing requirements as outlined in the State Public Health Order prior to entering school property on and after the Effective Date of this Agreement.

Records of vaccination verification and testing records will be made available upon District's request, to the local health jurisdiction for purposes of case investigation.

In addition, Agency shall at all times remain in compliance with all District policies and procedures associated with COVID-19 safety. The Agency agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus.

## **23. Non-Waiver**

The failure of District or Agency to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition or prevent a subsequent similar act from again

constituting a violation of such term or condition.

**24. Notice**

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the fifth day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth below.

**25. Administrator of Agreement**

This Agreement shall be administered on behalf of and any notice desired or required to be sent to a party hereunder shall be addressed to:

For District:                   Dr. Laura Philyaw, Deputy Superintendent  
Escondido Union School District  
2310 Aldergrove Ave  
Escondido, CA 92029  
[lphilyaw@eusd.org](mailto:lphilyaw@eusd.org)

For Agency:                   Robert Rhoades, Deputy Director of Community Services  
City of Escondido  
201 N. Broadway  
Escondido, CA 92025  
rrhoades@escondido.org

**26. Execution by Facsimile or in Counterparts**

This Agreement may be signed in counterparts and the signatures may appear on separate signature pages. A copy or an original, with all signatures attached, shall be deemed a fully executed agreement. A facsimile version of any party's signature shall be deemed an original signature.

**27. Severability**

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

**28. Governing Law**

The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in San Diego County, California.

**29. Warranty of Authority**

Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

**30. Effective Date**

Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

Escondido Union School District

City of Escondido

By: \_\_\_\_\_

Signature of Authorized Representative

Laura Philyaw, Ed.D.

Printed Name

Deputy Superintendent

Title

\_\_\_\_\_

Date

By: \_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date



Community Services Department  
201 North Broadway, Escondido, CA 92025  
Phone: 760-839-4691 Recreation@escondido.org

## Before & After School Program Proposal

### Executive Summary

In partnership with Escondido Union School District, the City of Escondido will offer a cost effective before and after school program that focuses on expanding academic, social, emotional, and physical needs of students following the regular school day. Our goal is to provide an environment with a wide variety of hands-on enrichment activities, physical recreation opportunities, academic assistance, and supportive supervision.

### Program Approach

The City of Escondido is committed to a simple yet comprehensive approach focused on each student's individual wellbeing.

1. Be safe
2. Encourage learning
3. Build positive relationships
4. Make it fun!

#### Be Safe

The City of Escondido is committed to providing the safest possible environment to participants. This is accomplished through appropriate safety and supervision training for the staff and safety-related activities for the participants. The PAL Safety Academy (stranger danger), fire safety, and daily reinforcement of the program rules contribute to maintaining safe surroundings.

#### Encourage Learning

The program is dedicated to encouraging learning by providing each student with a successful foundation of knowledge through a curriculum that integrates recreation, education, and STEAM (Science, Technology, Engineering, Art, and Math) activities. This is accomplished through specialty activities and clubs that encourages hands-on learning, critical thinking, and problem solving.

#### Build Positive Relationships

Relationships are critically important in today's world. The prevalence of electronics has fostered an environment in which developing relationships is more difficult. The Before and After School Program promotes building positive relationships with peers and adult staff through character building activities and utilizing appropriate conflict resolution strategies when issues arise.

#### Make It Fun!

As a recreation-based program, fun is an inherent part of all planned activities. This is especially important for students with a full day of school. In planning activities, it is vital to give the participants a choice. By doing so, it creates greater acceptance, involvement, and

student voice in activities. This leads to higher satisfaction levels, increased participation, and fewer behavioral issues.

### **Program Plan**

This following plan describes how the process of implementation will be handled. More specifically what is required for the Before and After School Program to be successful including any in-kind support required of the school.

#### Schools

The City shall implement after school programming at the following schools

- Bernardo
- LR Green
- Miller
- North Broadway
- Reidy Creek

#### Participation & Capacity

The City of Escondido will offer a Before and After School Program with the following capacities.

AM Program Capacity: 30 students per school (10 kindergarten, 20 1<sup>st</sup>-5<sup>th</sup> graders)

Maximum Capacity: shall vary by school depending on interest list  
Bernardo: 80 students (20 kindergarten, 60 1<sup>st</sup>-5<sup>th</sup>)  
LR Green: 70 students (10 kindergarten, 60 1<sup>st</sup>-5<sup>th</sup>)  
Miller: 30 students (10 kindergarten, 20 1<sup>st</sup>-5<sup>th</sup>)  
North Broadway: 50 students (10 kindergarten, 40 1<sup>st</sup>-5<sup>th</sup>)  
Reidy Creek: 70 students (10 kindergarten, 60 1<sup>st</sup>-5<sup>th</sup>)

Staff/Student Ratio: 1:20 (1<sup>st</sup> – 5<sup>th</sup> grade)  
1:10 (kindergarten)  
Program will not accept transitional kindergarten students

#### EUSD Support

In order to operate a successful program, the City of Escondido requires some additional support from the district office and local school site as follows.

- A dedicated multipurpose or classroom space for use before and after school to accommodate the maximum capacity of students, City staff, and 2-3 rolling cabinets for program supplies. A shared space with another after school program is possible but not preferable.

- Keys and security access codes are also essential, as the program hours (6:30 a.m. to start of school and dismissal to 6:00 p.m.) would extend prior to and beyond regular school office hours (7:30 a.m. to 4:00 p.m.). These would be appropriately signed out and properly secured according to the protocols and procedures of EUSD.
- Integrated school site training which includes the Before and After School Program staff. This will allow the staff to effectively manage and coordinate student behavior expectations, academic understanding, and other school community resources.
- In-kind promotional opportunities that advertise the program to families through PeachJar, school announcements, placement on the school's website, and encouraging parents to contact the City of Escondido when asked about before and after school care.
- An office mailbox for the program to facilitate communication with the program staff, school office, parents, and PTA/PTO. (optional)

#### Program Staff

Most of our staff are college students with majors in education, child development, and related career fields. Our staff are required to submit to a criminal background check and drug screen. The staff are also certified in CPR, first aid, and AED.

Additionally, our staff receive training in a variety of topics, including but not limited to safety and supervision, behavior modification techniques, inclusion and diversity awareness, health and well-being, activities programming, and leadership.

The City of Escondido does not mandate COVID vaccines for employees; however, we recognize the state mandate of vaccines or testing requirements related to school-based programs. As such, the City of Escondido Before and After School Program staff shall be subject to EUSD requirements to work on any school campus.

#### Registration & Promotion

Program registration will be primarily conducted online through the City's dedicated website [recreation.escondido.org](https://recreation.escondido.org), but will maintain a paper registration process for families that do not have access to the internet.

Registration for the 2022/2023 school year could begin as early as *Tuesday, May 31*. The City of Escondido would produce a professionally designed bilingual flyer for parents to be digitally distributed announcing the details of the new program and registration period.

#### Activities/Curriculum

This program is designed to provide safe, recreational, and educationally enriching activities to youth during non-school hours (after school until 6:00 p.m.). Activities include, but are not limited to:

- Academic Assistance (dedicated homework time)
- Special Events and Spirit Days
- STEAM Programming
- Safety Awareness
- Physical Activity Challenges and Competitions
- Games & Sports
- Arts & Crafts Projects

Sample Before School Schedule

Monday-Friday (6:30a – start of school)

6:30a	Program Begins (sign-n throughout program)
6:30a – 7:00a	Quiet Games/Activity Box
7:00a – 7:10a	Restroom/Water Break
7:10a – 7:30p	Group Game/Craft Activity
7:30a – 7:50a	Group Game/Craft Activity
7:50a – 8:00a	Clean-up and Prepare for school
8:00a	Start of School

Sample Afterschool Schedule

Monday-Wednesday, Friday (end of school until 6:00p)

2:30p	School Dismissal
2:30p – 2:45p	Sign-in/Snack (provided by school)
2:45p – 2:50p	Daily Announcements
2:50p – 3:10p	Recess
3:10p – 3:20p	Restroom/Water Break
3:20p – 4:20p	Homework Time/STEAM Activity
4:20p – 4:30p	Restroom/Water Break
4:30p – 5:00p	Group Game/Craft Activity
5:00p – 5:30p	Group Game/Craft Activity
5:30p – 6:00p	Group Game/Craft Activity /Activity Box
6:00p	End of Program

Thursday (early release, end of school – 6:00p)

12:30p	School Dismissal
12:30p – 12:45p	Sign-in/Snack (provided by school)
12:45p – 12:50p	Daily Announcements
12:50p – 1:10p	Recess
1:10p – 1:20p	Restroom/Water Break
1:20p – 2:30p	Special Event/Clubs
2:30p – 3:20p	Homework Time/STEAM Activity
3:20p – 3:30p	Restroom/Water Break
3:30p – 4:20p	Group Game/Craft Activity
4:20p – 4:30p	Restroom/Water Break
4:30p – 5:30p	Group Game/Craft Activity
5:30p – 6:00p	Group Game/Craft Activity /Activity Box
6:00p	End of Program

\*Program schedule is subject to change based on weather, space requirements, school events, and special program planned activities.

**Funding**

The following outlines the proposed fee structure for operating the Before and After School Program.

Before School Program Rate

\$7/per participant, per day

Cost to EUSD: \$189,000

After School Program Rate

\$18/per participant, per day

Cost to EUSD per school year: \$972,000 (based on afore mentioned capacities per school)

Total Program Cost: ***\$1,161,000 per school year***

**Future Programming**

Due to the investment of resources required for successful implementation, EUSD agrees to utilize the City’s Before and After School Program service for a minimum of two consecutive school years (2022/2023 & 2023/2024).



The City of Escondido will remain open to reevaluating the service offerings based on EUSD requests and school community need. The City and EUSD shall meet and confer on topics related to increased capacity and extension of services beyond the initial term.

**Contact Information**

We look forward to hearing from you to further discuss this proposal and how we might be able to partner together.

Thank you,

Robert Rhoades  
Deputy Director of Community Services

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