



Request for Proposals (RFP)

RFP Title: Expanded Learning Opportunities Program (ELO-P)

RFP #: 896

Date of Issuance: February 22, 2023

Questions Due: March 1, 2023 @ 4:00pm

Questions Answered: March 8, 2023

Proposals Due: March 22, 2023 @ 3:00pm

Interviews: Week of March 27, 2023

Award Notification: April 25, 2023

Proposals may be emailed to purchasing@srvusd.net, hand-delivered, or submitted by time recorded mail delivery (UPS/FedEx) to the address below by March 22, 2023 at 3:00 pm.

San Ramon Valley Unified School District
Attn: Purchasing
699 Old Orchard Drive
Danville, CA 94526

Questions to: purchasing@srvusd.net by March 1, 2023 @ 4:00 pm

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San Ramon Valley Unified School District
Request for Proposals Expanded Learning Opportunities Program (ELO-P)

The San Ramon Valley Unified School District (SRVUSD) will accept responses to the Request for Proposals seeking qualified agencies to provide two **Expanded Learning Opportunities Program (ELO-P)** for the district. **Option 1:** TK-5th grade, **Option 2:** 6th grade.

I. **Brief Description:** Expanded Learning Opportunity Program (ELO-P) funds have been apportioned to SRVUSD based on prior year classroom-based average daily attendance for grades transitional kindergarten through sixth grade (TK–6) and the prior year unduplicated pupil percentage as of the Second Principal Apportionment. The purpose of these funds is for before school and after school and intersession/summer school enrichment programs as described in *Education Code* Section 46120. Unduplicated pupils are defined as students who are English Language Learners, Foster or Homeless Youth, or those who qualify for the Free and Reduced Lunch Program.

II. **Background:** The Expanded Learning Opportunities Program (ELO-P) provides funding for before/after school and intersession/summer school enrichment programs for unduplicated pupils in transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, or intersession/summer learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil- centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

III. **Experience:** SRVUSD is looking for a program provider to provide an expanded day to our qualified students for both before and after school and intersession/summer school across SRVUSD sites. We seek a partner who has a proven track record to independently operate all aspects of a program with a primary focus on hiring high quality employees who are trained and committed to the work. We seek a provider who focuses on developing the academic, social, emotional, health, and physical needs and interests of our students through hands-on, engaging learning experiences aligned to district teaching and learning priorities. Program design should describe methods that keep students active, engaged, and healthy every day. Specifically, we would like the provider to include cooking opportunities, SEL activities, well-being movement and mindfulness activities, art, music, extension and intervention opportunities aligned with the district’s Strategic Directions. We want the provider program to be student-centered, results-driven, and complement, not replicate, school day learning activities.

IV. **Obtaining the RFP:** The RFP may be obtained on-line at the district’s [Purchasing website](#) under Open Bids. Questions relating to the RFP may be directed to the following contact, no later than March 1, 2023, 4:00 pm, PST.

Purchasing Department
San Ramon Valley Unified School District
Telephone: 925-552-2900
email: purchasing@srvusd.net

V. **RFP Responses Due:** The latest date/time for submitting RFP Responses is March 22, 2023 at 3:00pm, PST.

Responses submitted thereafter will be rejected for non-responsiveness. The location for submitting the RFP Responses is set forth in the RFP.

2. GENERAL INFORMATION

- I. **Program Design and Organizational Focus:** The San Ramon Valley Unified School District is soliciting proposals that align to the goals and objectives of the ELO-P: expanded learning programs that are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year and intersession/summer school. More information on the ELO-P can be found: <https://www.cde.ca.gov/ls/ex/elopininfo.asp>

Agencies wanting to operate an ELO-P program in SRVUSD must link to and support the district's strategic directions (<https://www.srvusd.net/strategicdirections>). Agencies should have a clear plan that is focused on the whole child and encompasses social emotional learning, academic enrichment, and additional activities that are in line with the SRVUSD academic program.

- II. **Provider Requirements:** A full service provider that manages all aspects of the before/after school and intersession/summer school program. A company with significant experience, track record, and passion educating children – from providing an enriching environment, to program staff hiring and training, to accounting and payroll, with a mission “to inspire a love of learning.” A company with experience supporting and creating programs in many school districts across the country.

The Provider must have the following qualifications:

- At least two years of experience as an organization providing school-based afterschool programming to schools and districts.
- Ensure all program requirements are followed and met as outlined by the ELO-P Program Plan Guide.(See Appendix K)
- Ensure spaces and grounds used by the afterschool program are kept clean and orderly.
- Ensure that all provider employees meet the minimum qualifications for a district staff.
- Ensure that all provider employees have completed Tuberculosis (TB) test and Federal and state fingerprint clearance.
- Ensure that the student discipline policy is in alignment with the school day by working with the school principal.
- Demonstrated ability to participate in required program evaluation activities, including collection of reliable and valid outcomes measures.
- Renewal applications must submit program impact evidence in the following areas: literacy, mathematics, SEL, and program satisfaction survey results

Additional Requirements: Additional requirements of the provider to include the following:

- Participate within district-wide initiatives as aligned within the SRVUSD Strategic Directions and Student Services and Safety office (e.g. bullying prevention).
- Seek guidance and input from the SRVUSD Ex. Director of Curriculum and Instruction for the program alignment and design.
- Collect reliable and valid data and outcome measures, as determined by a collaborative process with the District that address the performance indicators for the ELO-P program. (Aspects of data collection and reporting are subject to change based on state requirements.)
- Maintain and submit accurate recording of the following documentation: program plan, late arrival early release policy, attendance policies, students' sign in/sign out records, staff personnel records, monthly attendance reports, and transportation of students (if applicable).
- Use adopted tools for monitoring and evaluating the program on a monthly basis.
- Work with the SRVUSD School Leadership and Support to demonstrate that progress has been made toward meeting the program goals as outlined in the service agreement.
- Collaborate with SRVUSD to develop and implement a sustainability plan in order to create a robust and comprehensive program for school sites.
- Work with the school community and School Leadership and Support to create, refine, and modify the site after school program plan as needed.
- Share space and work cooperatively with other community programs to support

- students' needs and interests.
- Demonstrate community partnership in delivering programs and services to children and families.
- Implement approved practices to improve the health and wellness of youth.

III. **Questions about this RFP:**

All questions regarding this RFP shall be made electronically via email, directed to the Purchasing Department at purchasing@srvusd.net. The subject line of the email shall be QUESTION – RFP 865. Any questions submitted after the questions deadline shall not be considered or answered. All questions submitted prior to the questions due date will be answered. Answers to all properly submitted questions will be posted on the SRVUSD's website at <https://www.srvusd.net/activebids> as addenda no later than two (2) calendar days after the questions are due.

IV. **Addenda:**

SRVUSD may revise this RFP by issuing written addenda. Addenda will be posted to the SRVUSD's website at <https://www.srvusd.net/activebids> interested persons or entities are encouraged to check SRVUSD's website frequently for addenda to this RFP. Bidders are responsible for viewing and understanding information in addenda to the same extent as the RFP. The District has no obligation or duty to communicate addenda to Bidders beyond the posting of addenda on its website.

V. **Awards and Duration:**

SRVUSD reserves the right to select single or multiple agencies to provide program services for Option 1: TK-5 grade and Option 2: 6 grade at any site. SRVUSD is not obligated to award contracts under this RFP.

The SRVUSD ELO-P contract(s) will be an award beginning July 1, 2023 through June 30, 2024. The selected agency/agencies agree to be bound by the terms of the Services Agreement. Awards made under the RFP are subject to the approval of the SRVUSD Board of Education.

VI. **Reservations / Stipulations:**

- SRVUSD reserves the right, at its sole discretion, to
 - reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so
 - waive minor informalities of a submittal
 - cancel, revise, or extend this solicitation
 - request additional information deemed necessary
 - extract, combine, and delete elements of individual proposals and to negotiate jointly or separately with individual respondents with respect to any or all elements of the proposal.
- This RFP does not obligate SRVUSD to pay any costs incurred by any respondent in the submission of a proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this RFP prior to the issuance of a valid contract. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether related or not to the Bidder.
- Bidders acknowledge and agree, by submitting a Proposal, that:
 - SRVUSD, and any consultants retained by SRVUSD, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's submission, and authorize the release to SRVUSD and/or SRVUSD's consultants of any and all information sought in such inquiry or investigation.
 - The Proposal is made in good faith. The prices in the Proposal were

arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or

agreement for the purpose of restriction competition as to any matter relating to such prices with any other Bidder, or any other competitor.

- Any misrepresentations or false statements contained in a response to this RFP or to any request for additional information related to this RFP, whether intentional or unintentional, shall be sufficient grounds for SRVUSD to remove respondents from competition for selection at any time.
- Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest exist between the Bidder, any employee, officer, director, or principal of the Bidder or SRVUSD and any other party.
- Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this RFP, including, but not limited to, all reporting and registration requirements. Bidders further agree that this RFP and any contract awarded pursuant to it will be governed under the laws of the State of California.

3. EVALUATION CRITERIA

Structure the narrative by addressing the following:

I. Program Needs (10 Points)

- A. **Describe how the proposed program's components will address the needs of SRVUSD students and families.**

The ELOP would support the SRVUSD Board of Education approved Strategic Directions Plan for the District. The Strategic Plan will guide District and ELO-P work and is aligned with the six strategic directions. [The plan](#) contains specific goals to clarify purpose and desired outcomes for our students.

- B. **Describe how the proposed program will engage in a continuous improvement process to assess impact on students' social emotional well-being and in core academic areas such as English and math.**

The program provider would engage students in activities that support and increase their social emotional well-being, allowing for less stress and therefore a greater capacity to engage in learning. The program design is specified below.

II. Program Design (30 Points)

Describe how the proposed program will meet the requirements of the ELO-P (<https://www.cde.ca.gov/ls/ex/documents/elopprogplanuide.pdf>).

- The program must serve up to 1,700 students across all SRVUSD elementary and middle school campuses. The program provider will be responsible for taking attendance and work to solicit all children to attend who are invited to participate.
- Sites to be determined.
- Students enrolled in the program must have access to a nine hour day including the time they spend in the SRVUSD school day/summer school day:
 - Transitional Kindergarten and Kindergarten Student Programs:
 - From 7:00 a.m. - 8:00 a.m. and 11:30 - 6:00 p.m.
 - Program for students in grades 1-6 from 7:00-8:00 a.m. and 2:30 p.m.-6:00 p.m.
 - Summer Program for TK-6 grade students from 7:00 a.m.- 4:00 p.m.

- for 1,700 students
 - Each campus must have a supervisor/director.
 - Hire and retain all staff for the programs.
- A site coordinator at a minimum of 30 hours per week. Additionally, the site coordinator must be on site for at least 85% of their funded time.
- Provider will monitor attendance of identified participants and share weekly data with SRVUSD district officials.
- Share the opportunity with identified participants and guarantee a minimum of 65% participation.
- Providers will maintain all records of enrolled families and will share weekly enrollment and attendance data.

Describe how the proposed program’s mission, vision, and purpose and how these will align to the SRVUSD strategic directions.

- Demonstrate community partnership in delivering programs and services to children and families.
- Implement approved practices to improve the health and wellness of youth.
- Provide programming to increase students’ participation in visual and performing arts.
- Provide programming to develop student awareness and appreciation of cultural diversity.
- Provide programming to increase service learning and community service opportunities.
- Provide ongoing opportunities for college and career awareness and youth entrepreneurial experiences.
- Provide information, educational resources, and meaningful engagement for families.

Describe the range and type of programs that will be offered and the intended outcomes of these programs including creating a safe and supportive environment, active learning opportunities, skill building, and student leadership, making healthy choices, addressing diversity and providing opportunities for students to experience diversity, access, and equity.

Collaborate with SRVUSD to develop and implement a sustainability plan in order to create a robust and comprehensive program for school sites. The programs offered will develop student awareness and appreciation of cultural diversity. They will provide programming to increase service learning and community service opportunities. There will be ongoing opportunities for college and career awareness and youth entrepreneurial experiences. They will provide information, educational resources, and meaningful engagement for families.

Specifically the program will:

- Ensure focus on increasing students’ participation in visual and performing arts.
- Ensure the program includes an educational and literacy element in which tutoring and homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.
- Ensure the program includes an educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.
- Ensure the program includes developmentally appropriate physical activity elements.
- Ensure communication among teachers in the regular school program, staff in the before school and after school components of the program, and families of pupils.
- Ensure the program manager/site director/site coordinator attends required professional development and seeks out professional development for all staff.
- Align the educational and literacy component of the program with participating pupils’ regular school programs.
- Align program to the California Expanded Learning Opportunities Program Plan Guide

Describe how students will be transported in a timely and safe manner.

Provider must be able to provide transportation for students from other district sites.

III. Elements of High-Quality Programming (30 Points)

Describe how the proposed program meets the Quality Standards for Expanded Learning in California: https://www.afterschoolnetwork.org/sites/main/files/file-attachments/quality_standards.pdf

Quality Staff: Describe how the program will recruit and retain high quality staff. Who will work at the program? What procedures and processes will be established and followed to recruit and retain high quality staff?

The program must employ individuals who have the necessary skill, experience, or knowledge to do a particular job or activity. They will require training and knowledge needed to provide a high level of value to our SRVUSD families. They also need to provide a high level of excellence to our ELO-P program.

Program provider must:

- Ensure all program requirements are followed and met as outlined by the ELO-P Program Plan Guide.
- Ensure spaces and grounds used by the afterschool program are kept clean and orderly.
- Ensure that all provider employees meet the minimum qualifications for a district staff.
- Ensure that all provider employees have completed Tuberculosis (TB) test and Federal and state fingerprint clearance.
- Ensure that the student discipline policy is in alignment with the school day by working with the school principal.
- Ensure spaces and grounds used by the afterschool program are kept clean and orderly.
- Demonstrate ability to participate in required program evaluation activities, including collection of reliable and valid outcomes measures.

IV. Professional Development (10 Points)

Describe how ongoing professional development will be conducted based on staff needs. Include the types of professional development that will be offered, how often and for whom.

The program provider will ensure the program manager/site director/site coordinator attend required professional development and seek out professional development for all staff they supervise on site.

Professional development will occur on a monthly basis for all staff and site coordinators.

Describe how professional development offerings will be continually assessed and evaluated.

The program provider will collect reliable and valid data and outcomes measures, as determined by collaborative processes with the District that address the performance indicators for the ELO-P program. (Aspects of data collection and reporting are subject to change based on state requirements.)

Describe how the program will enlist, utilize, orient and train volunteers. How will the organization ensure supervision and student safety when volunteers are on site?

SRVUSD will work with the program manager/site director/site coordinator who attend required professional development and seek out professional development for all staff and volunteers. Volunteers who support the program will need to follow SRVUSD volunteer procedures and practices and will need to participate in the [SRVUSD Be A Mentor program](#).

V. Project Evaluation (20 points)

Describe how the organization will collaborate with the district to develop continuous improvement tools.

The program will work with SRVUSD School Leadership and Support to demonstrate that progress has been made toward meeting the program goals as outlined in the service agreement. The provider will collaborate with SRVUSD Executive Director of Curriculum and the Educational Services Department to develop and implement a sustainability plan in order to create a robust and comprehensive program for school sites. The provider will work with the school community and School Leadership and Support to create, refine, and modify the site after school program plans as needed.

Describe how the organization will implement what they have learned from the implementation of the continuous improvement tools.

In partnership with SRVUSD the program will collect reliable and valid data and outcomes measures, as determined by collaborative process with the District, that address the performance indicators for the ELO-P program. (Aspects of data collection and reporting are subject to change based on state requirements.)

They will maintain and submit accurate recording of the following documentation: program plan, late arrival early release policy, attendance policies, students' sign in/sign out records, staff personnel records, monthly attendance reports.

They will use SRVUSD adopted tools for monitoring and evaluating the program on a monthly basis.

INSTRUCTION TO BIDDERS

I. References and Additional Information:

- A. Provide at least three written references from other school based services provided.
- B. Provide parent/family survey responses demonstrating the satisfaction of the services you offer families, if available. Surveys must be current within the 12 months.
- C. Provide any information if you plan or would consider hiring current SRVUSD school staff.
- D. Has the organization had an agreement terminated for convenience or due to default in the last five years? If yes, provide details.
- E. Is the firm/agency/organization aware of any claims made or litigation alleging misconduct, discrimination or sexual harassment? If yes, provide details.
- F. Is the firm/agency/organization involved in or aware of any pending disciplinary action or investigation by any local, state or federal agency? If yes, provide details.

II. Indemnification:

Provider waives all claims against District for damage to any property or injury or death of any person on the Premises, including the use of playground facilities, occurring at any time and from any cause other than the willful misconduct of District or District's employees, agents, or contractors. Provider shall hold District harmless from and defend District against any claims, liability, costs, damage, or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Premises, Real Property or playground facilities by Provider, including other facilities owned by District, wherever located, used by Provider, except that caused by the willful misconduct of District or District's agents, contractors, or employees. Provider shall hold District harmless from any claims, liability, costs, or expense arising from Provider's use or storage in the Premises of any hazardous or toxic substance, which are prohibited, on school property. Provider shall also indemnify and hold District harmless from any claims, liability, costs, or expenses arising pursuant to the Americans with Disabilities Act and its equal access provisions and related claims for service or accommodations. These indemnity obligations shall include attorneys' fees, investigation costs, and other costs incurred by District

from the first notice of any claim or demand that is to be made or may be made. District shall promptly give notice to the Provider of any claim or demand. The provisions of this section shall survive the termination of this Lease for any event occurring prior to the termination.

III. Insurance: The successful Bidder will be required to maintain the following types of insurance throughout the life of the contract. Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below:

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical payments: Each Occurrence General Aggregate	\$2,000,000 \$5,000,000 Deductible will not exceed \$5,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$2,000,000
Professional Liability	\$2,000,000
Workers' Compensation	\$1,000,000
Employers' Liability	\$2,000,000

All insurance policies must be primary. Within ten (10) days of the Effective Date, Vendor will provide District with certificates of insurance confirming that Vendor maintains required insurance, **along with a second page endorsement naming "the San Ramon Valley Unified School District, its board members, agents, attorneys, employees, and consultants" as additional insured under the respective policy.** All insurance policies and certificates of insurance will contain a provision for thirty (30) days advance notice to the District of all, policy changes, including without limitation, cancellation. Supplier waives all rights of subrogation against District. Supplier's failure to comply with these requirements will constitute a material breach of this agreement. Supplier warrants that each of its significant subcontractors will maintain insurance coverage as described above.

III. Fingerprint Clearance Requirements

Provider shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Provider's employees and volunteers, prior to service with any district student.

Provider hereby agrees that Provider's employees and volunteers shall not come in contact with district students until DOJ and FBI clearance are ascertained. Provider will clear each employee and volunteer through the District's LiveScan account at their own cost (currently \$62.50 per person.) Provider shall certify in writing to the district that none of its employees, and volunteers, have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h).

IV. Due Diligence Process:

- Selection/ Review Panel: The SRVUSD will convene a panel of experienced readers to review all completed, eligible proposals received by the due date of **3:00 pm on March 22, 2023**. The proposal selection criteria shall be determined by SRVUSD personnel consistent with the requirements of performance-based contracting and on the basis of reasonable standards of

quality and effectiveness including, but not limited to: completeness, service descriptions, cost factors (relative to sample budget), staff pertinent to service delivery, experience of the agency, responses to conditional requirements*, and expected results relevant to the performance target.

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

- Paper Review: Proposals are screened for adherence to proposal formatting requirements and completeness of content, to determine if the agency is addressing the required performance targets and program description.
- In-depth Review: Each agency will be rated according to the criteria provided within the Proposal. All proposals will be read and reviewed and scored by the SRVUSD, using pre-established criteria. Following the paper review, each proposal is evaluated by each member independently.
- Verification: this step involves speaking to knowledgeable individuals in a position to substantiate and verify key representations made in the proposal, such as contract performance history on record (if applicable). In some circumstances, this may include a personal interview with the agency, either a face-to-face meeting, or a telephone conference. Reasons to schedule a personal interview for verification purposes may include (but are not limited to): resolving tied scores, verifying agency and project viability if only partial funding may be offered, and verifying other factors when an agency or a product is not well known to the Department of Education. Findings will be recorded in writing.
- Final Selection: Selected bidders will be notified of recommendation of award by email. Allocation of funds is final upon successful negotiation and encumbrance of the agreement, subject to the approval of the SRVUSD Board of Education. Bidders selected for an award agree to be bound by the terms of the Services Agreement.

V. Narrative Guidelines and Proposed Format: Agencies are requested to answer the questions in the order and format presented in the RFP both to assure that all agencies present their material in a consistent manner and to promote ease of proposal review.

- A. Include all requested supporting documents in the Appendices
- B. Clearly denote the narrative throughout the proposal
- C. The agency's name must appear on every page, including Appendices.
- D. Staple or fasten the upper left-hand corner. (DO NOT SUBMIT 3-RING BINDERS)
- E. Proposal Cover Page Required: Complete and submit the proposal cover page provided in Appendix A in this RFP. The cover page must be the very first page of the proposal package. Do not add any other type of cover or title sheet, and do not use any transmittal letter. It is important that the cover page show the specific information requested, including agency address(s) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the bidder.
- F. Breakdown of charges based on your proposal, including but not limited to: charge per child and/or per month and/or annual, minimum headcounts etc. must be included.
- G. The agency may not substitute additional attachments beyond those specified in the RFP for the purpose of extending their narrative response.
- H. If submitting a paper response, the agency must provide five copies (5 sets).
- I. Agencies are asked to be brief, and to respond to each question or instruction listed in Proposal Content.
- J. It is the responsibility of the agency to provide all information requested in the RFP at the time of submission. Failure to provide information requested in the RFP may result in disqualification of the proposal, or will result in a lower rating for the incomplete sections.

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT

Extended Learning Opportunities Program RFP# XXX

APPENDICES

APPENDIX A: Cover Page

Organization Name: _____

Responding for: _____ **OPTION 1 (TK - 5th)** _____ **OPTION 2 (6th)**

Contact Person:	
Address:	
City, State & Zip	
Phone:	
Email address:	

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

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

Authorized Signature: _____ **Date:** _____

Name (typed): _____ **Title:** _____

Email: _____

Phone: _____ **Address:** _____

****THIS DOCUMENTS MUST BE COMPLETED,
EXECUTED AND SUBMITTED WITH THE BID FORM****

APPENDIX B: Proposal Checklist

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

- Appendix A: Cover Page
- Appendix B: Proposal Checklist
- Proposal: Table of Contents Page (listing the sections and the pages on which they can be found)
- Proposal: Answer Evaluation Criteria as outlined in RFP, making sure to follow Narrative Guidelines and Proposed Format
- Appendix C: Bidder's References
- Appendix D: Fingerprint & Criminal Background Check
- Appendix E: Acknowledgement of Addenda
- Appendix F: Non-Collusion Affidavit
- Appendix G: Worker's Comp Certificate
- Appendix H: Designation of Subcontractors
- Appendix I : Proof of Insurance
- Appendix J: SRVUSD General Provisions
- Appendix C: ELO-P Plan Guide

APPENDIX C

**BIDDER'S REFERENCE AND STATEMENT
OF EXPERIENCE**

The bidder is required to state below work of similar character to that included in the proposed contract he has done and provide references which will fully disclose his responsibility, experience, skill and business standing. Please list below your qualified commercial references of similar size contract within the last five (5) years within a 30-mile radius of SRVUSD so that we may inspect the area if necessary:

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

Company Name	
Address	
Contact	
Phone #	
Email Address	
Name of Project	
Date/Period of Service	
Total Amount of Project	\$
Brief Description of Project:	

APPENDIX D

EMPLOYEE FINGERPRINT & CRIMINAL BACKGROUND CHECK CERTIFICATION

_____ (vendor/contractor name) acknowledges that Education Code Section 45125.1 applies to contracts for the provision of services to the district such as janitorial, administration, landscaping, transportation, food-related and similar services. Section 45125.1 requires that employees who will come into contact with pupils of the school district must be fingerprinted by San Ramon USD (at no cost to the district) and their fingerprint cards must be submitted to the California Department of Justice and Federal Bureau of Investigation for a criminal records check. No such employee with a record of conviction for a serious or violent felony may be assigned to perform services which will place them in contact with pupils without the prior written approval of the district. This certification does not grant such approval.

It is hereby certified to the San Ramon Valley Unified School District that no employee who has a record of conviction for a serious or violent felony will be assigned to perform services, under any existing contract with San Ramon Valley Unified School District which will permit or require them to come in close contact with pupils unless the school district first receive notice from the contractor and the school district grants written permission under conditions specified by the school district.

I, _____, as an officer/owner/agent
(please print name)

of _____, hereby certify that I am duly
(vendor/business name)

authorized to enter into the above certification.

Signature

Date

APPENDIX E

ACKNOWLEDGMENT OF ADDENDA

Failure to execute the following may be considered as an irregularity in the bid. Receipt of the following addenda issued during the time of bidding is acknowledged, and the information contained therein has been considered in the preparation of this bid:

- | | |
|--------------------------------|--------------------------------|
| <input type="checkbox"/> None | <input type="checkbox"/> No. 3 |
| <input type="checkbox"/> No. 1 | <input type="checkbox"/> No. 4 |
| <input type="checkbox"/> No. 2 | <input type="checkbox"/> No. 5 |

(Check Appropriate Space(s) for Addenda Received)

Warning

If an addendum or addenda have been issued by the District and not noted above as being received by the bidder, this Proposal may be rejected.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

APPENDIX F

NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder as not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

APPENDIX G

**CONTRACTOR'S CERTIFICATE
REGARDING WORKER'S
COMPENSATION**

LABOR CODE SECTION 3700

“Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the City of Industrial Relations of ability to self-insure and to pay any compensation that may become due to these employees.’

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this contract.

SIGNATURE: _____

Print Name: _____

Date: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter I, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

APPENDIX H

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Government Code of the State of California each bidder shall set forth below the name and the mill, shop, or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the CITY.

IF THERE ARE NO SUBCONTRACTORS, PLEASE

TRADE	NAME	CONTRACTOR'S LICENSE NUMBER	EXPIRATION DATE
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THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

APPENDIX I

Proof of Insurance

SUBMIT copy of insurance liability coverage to fulfill requirement of Appendix I.

APPENDIX J

SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT GENERAL PROVISIONS FOR PURCHASES OF WORK AND SERVICES

If these general provisions are incorporated by reference into a Purchase Order for work and/or services, all references to "Bidder" or "Vendor" shall be construed to mean the Seller from whom work and services are purchased by the District. The work and services described in the accompanying Purchase Order hereinafter shall be designated as "The Work".

1.01 Laws to be Observed: The Vendor shall comply with all applicable, existing and future Federal, State and local laws, including O.S.H.A. standards, and all regulations of the District which in any manner affect those engaged or employed in The Work or the materials used in The Work, or which in any way affect the conduct of The Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, including but not limited to fingerprinting under Education Code 45125.1, confidentiality of records, Education Code section 49406, labor compliance, immigration, prevailing wages and other legal requirements for the performance of duties and that failure to do so shall constitute materials breach.

1.02 Labor Discriminations: No discrimination shall be made in employment of persons upon The Work because of the race, color or religion of such persons, and any Successful Bidder which violates this Section is subject to all the penalties imposed for a violations of Chapter 1, Part 7, Division 2, of the Labor Code of the State of California in accordance with the provisions of Section 1735 thereof.

1.03 Prevailing Wage: If applicable, the Vendor hereby stipulates that Sections 1771 and 1777.5 of the Labor Code of the State of California shall be complied with and shall forfeit as a penalty to the District not more than fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the general prevailing rates of per diem wages as determined by the Department of Industrial Relations for such work or craft in which such worker is employed on The Work in violation of the Labor Code of the State of California, in particular the provisions of Sections 1770 to 1780, Inclusive, thereof.

Copies of the general prevailing wages are available at: <http://www.dir.ca.gov/dlsr/PWD/index.htm>

1.04 Patents: The Vendor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in The Work.

1.05 Responsibility for Damage: The Vendor shall take all responsibility for the Work, shall bear all losses and damages directly or indirectly resulting to the Vendor, to any subcontractor, to the District, to District employees, or to parties designated in any purchase order provision, on account of the performance or character of The Work, unforeseen difficulties, accidents, occurrences or other causes predicted on active or passive negligence of the District, or of parties designated in any purchase order provisions. Said Vendor shall assume the defense of and shall indemnify and hold harmless the District, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description directly or indirectly arising from the performance of The Work.

Approval of the insurance contract does not relieve the Vendor or subcontractors from liability under this clause.

1.06 Responsibility for Work: Except as provided above, until the formal acceptance of The Work by the District, the Vendor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Vendor shall rebuild, repair, and restore, and make good all

injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or of the public enemy.

1.10 No Personal Liability: Neither the District, officers, employees or agents of the San Ramon Valley Unified School District, or any other officer or authorized assistant or agent shall be personally responsible for any liability arising from or in connection with The Work.

1.11 Responsibility of District: The San Ramon Valley Unified School District shall not be held responsible for the care or protection of any material or parts of The Work prior to final acceptance, except as expressly provided for in these specifications.

1.12 Vendor Not an Agent of the District: The right of general supervision of the District shall not make the Vendor an agent of the District; and the liability of the Vendor for all damages to persons or to public or private property arising from the Vendor's execution of The Work shall not be lessened because of such general supervision.

1.13 Inspection and Payments Constitute No Waiver of Order Provisions: Neither the Inspection of Authorized District employees nor any payment of money, nor acceptance of any part or whole of The Work by the District or its agents shall operate as a waiver of any provision of the order.

1.14 Insurance Requirements: Vendor shall promptly obtain, at the Vendor's own expense, all the insurance required by this section and shall submit a completed copy of Coverage Verification signed by the Vendor's agent or broker to the District's Purchasing Division for review and approval. Insurance requirements must be met prior to issuance of purchase order. It is highly recommended that Vendor confer with their insurance carrier or broker to determine in advance submission of the availability of insurance coverage and endorsements as prescribed and provided herein.

(1) The Vendor shall take out and maintain during the life of the purchase order statutorily sufficient Workers' Compensation and Employer's Liability Insurance for all of the Vendor's employees to be engaged on The Work. Should any work be sublet, the Successful Bidder shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the District from any and all claims arising out of occurrences on The Work.

(2) The Vendor shall take out and maintain in the name of the Vendor and the District as a Named Insured during the life of the purchase order, such Public Liability Insurance as shall protect itself, the District, its officials, officers, directors, employees and agents from claims which may arise from operations under the purchase order, whether such operations be the Vendor, by the District, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by either of them. This Liability Insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Vendor's, District's or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Single Limits Coverage Applying to Bodily and Personal Injury

Worker's Compensation	\$1,000,000
Employer's Liability	\$1,000,000
Comprehensive	
General Liability	\$2,000,000 per occurrence
	\$5,000,000 aggregate
Automobile Liability	\$5,000,000

If Commercial General Liability Insurance or other form with a General Aggregate Limit is used, either the General Aggregate Limit shall apply separately to the project/location or the General Aggregate Limit shall be twice the required occurrence limit.

The following endorsements must be attached to the policy:

- (a) If the Insurance policy covers on an "accident" basis, it must be changed to "occurrence".
- (b) The policy must contain a Cross Liability or Severability of Interest Clause.
- (c) The policy must cover complete Contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
- (f) An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage.
- (g) Cancellation, non-renewal or reduction in limits shall be sent to the District with at least 10 days' prior written notice, by certified mail, return receipt requested.
- (h) Insurance is to be placed with California Admitted Insurers with an A.M. Best's Rating of no less than A: VIII.

Vendors shall not commence work until such insurance has been approved by the District. The Vendor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of The Work and until the final completion and acceptance thereof.

1.15 Disposal of Material outside the Public Right of Way: The Vendor shall make his own arrangements for disposing of materials outside the public right of way, and he shall pay all costs involved.

1.16 Preservation of Property: Attention is directed to Section 1.08, "Responsibility for Damage." Due care shall be exercised to avoid injury to existing improvements or facilities, adjacent property and real or personal property that is not to be removed.

1.17 Assignment: The performance of The Work may not be assigned except upon the written consent of the Purchasing Director or Designee. Consent will not be given to any proposed assignment which would relieve the Vendor or its surety of their responsibilities under the order.

1.18 Time of Completion: The Vendor shall complete all or any designated portion of The Work in all parts and requirements within the time set forth in the order.

1.19 Care and Protection: The Vendor shall be entirely responsible for any damage to the District's or adjacent property due to hauling materials or other causes attributable to the conduct of his work, and all such damage will be repaired by the Vendor when and as directed by the District's representative, and as required to place the property in as good condition as before the commencement of The Work.

1.20 Nondiscriminatory Employment Practices: In the performance of this contract the contractor or subcontractor agrees as follows:

(1) AFFIRMATIVE ACTION - GENERAL

The Vendor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff, or termination, rates of pay and other form of compensation, and the selection for training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

(2) The Vendor agrees to seek the inclusion in all union agreements, to which it is a party, clauses prohibiting discrimination based upon race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability.

1.21 Hazardous Material Requirements: The Vendor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous wastes at the job site, including but not limited to the following:

(1) The Vendor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the District, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. No hazardous material will be introduced onto the job site until the District gives written approval for each hazardous material.

(2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.

(3) Any hazardous products, waste or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.

(4) The Vendor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.

(5) Violation of any of the above procedures shall be sufficient cause for the District to stop all work. Any expense incurred by the District caused by the work stoppage will be borne by the Vendor. These expenses will include all costs to return the job site and all other areas contaminated by the contractor to a hazard-free condition.

(6) The Vendor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanups of any suspected hazardous materials the contractor used, left on the job site, or dumped down a city drain or sewer, and any damage to property and/or injury to any person.

1.22 Recycled Materials: Vendors are encouraged to use recycled materials, reusable, environmentally sustainable green products, and products designed to be recycled. However, products must not compromise the performance or operational effectiveness of the product or material. Green products must not detrimentally affect the health and safety of the staff, students or all other employees of the District.

1.23 Registration with Department of Industrial Relations (DIR): If applicable, for any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of, any contract

for public work, as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

See SB854 Fact Sheet http://www.dir.ca.gov/dlse/PublicWorks/SB854FactSheet_6.30.14.pdf for additional information regarding requirements and registration with the Department of Industrial Relations on all projects awarded on or after April 1, 2015.

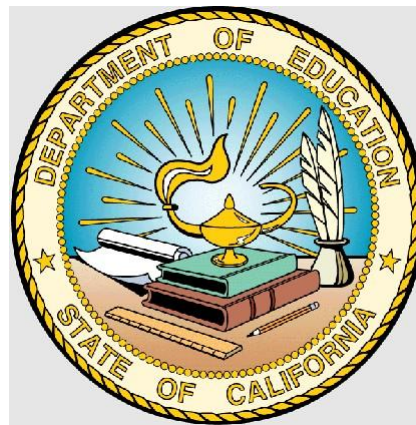
APPENDIX K

**EXPANDED LEARNING OPPORTUNITIES
PROGRAM PLAN GUIDE**

Prepared by: Expanded Learning Division

California Department of Education
1430 N Street, Suite 3400
Sacramento, CA 95814-5901

916-319-0923



This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)

Note: This cover page is an example, programs are free to use their own logos and the name of their program.

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b) (2). In this program plan, LEAs will describe program activities that support the whole child, and students’ Social and Emotional Learning (SEL) and development.

Definitions

“Expanded learning” means before school, after school, or summer learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a]) “Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA's Governing Board in a public meeting and posted on the LEA's website.

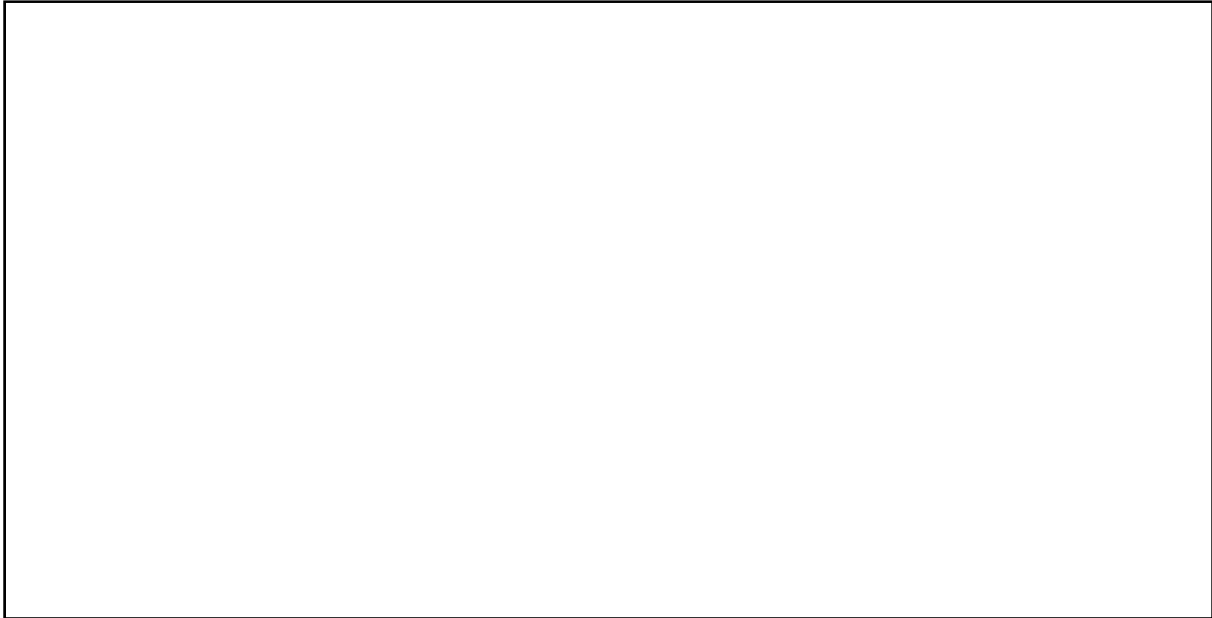
The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g) (1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education's (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

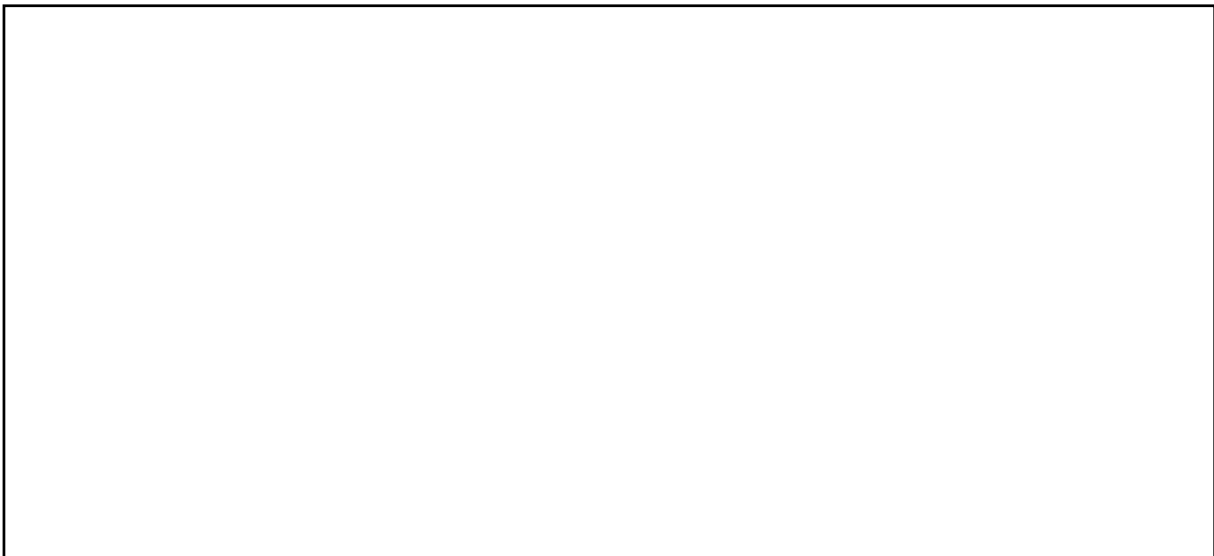
1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the school site or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.



2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.



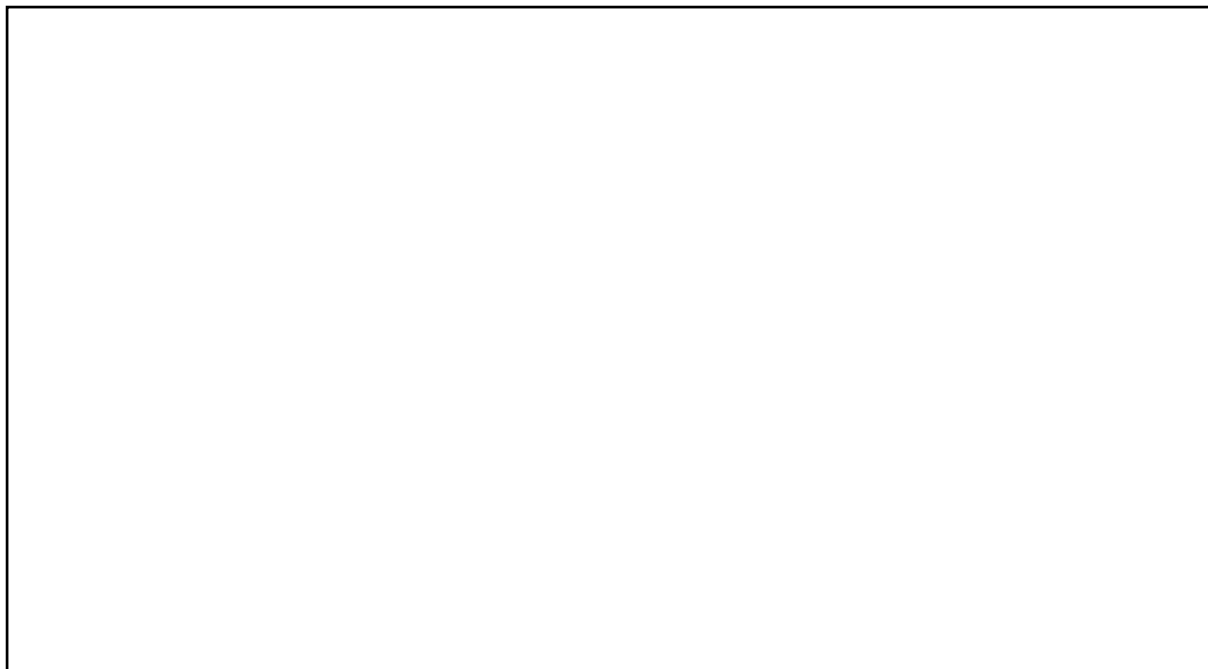
3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.



4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in your voice and leadership.



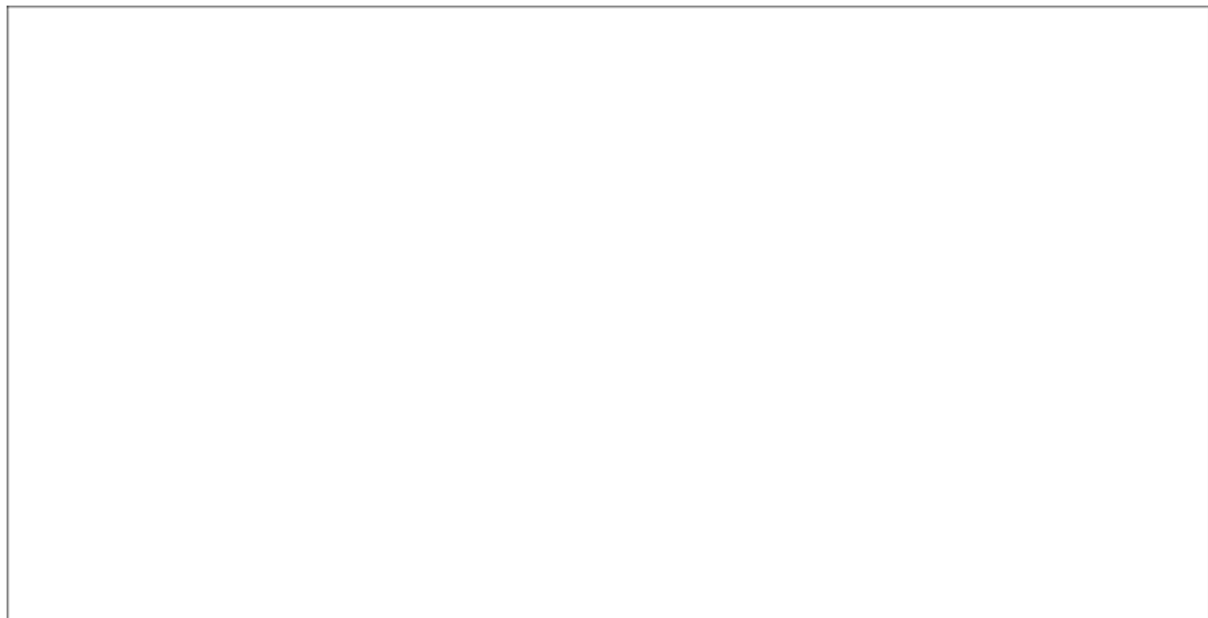
5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programming.



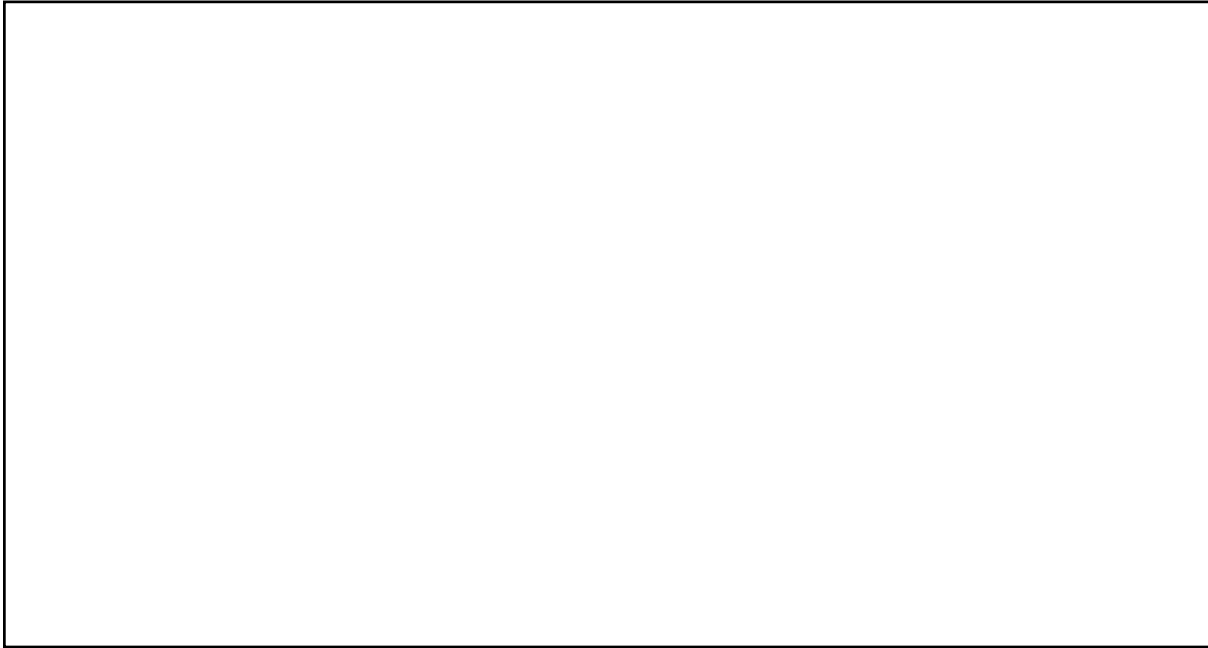
6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.



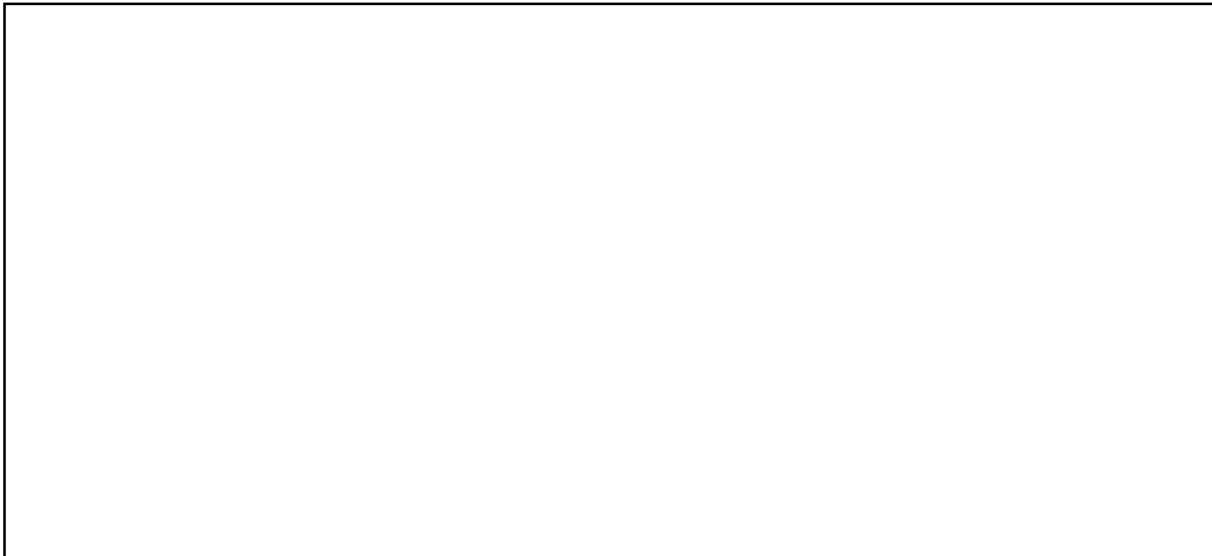
7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.



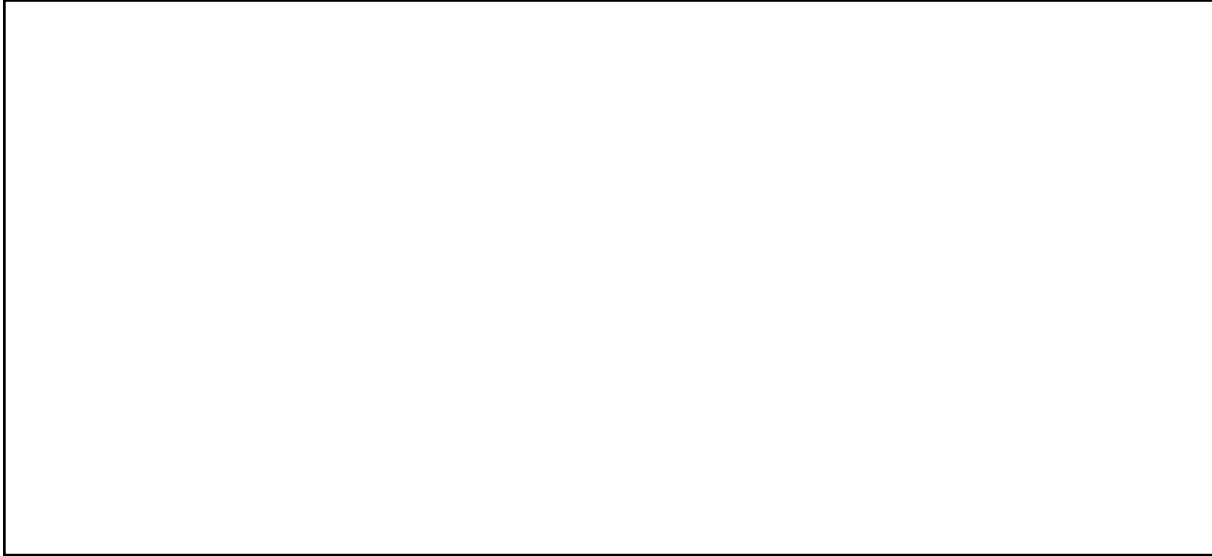
8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.



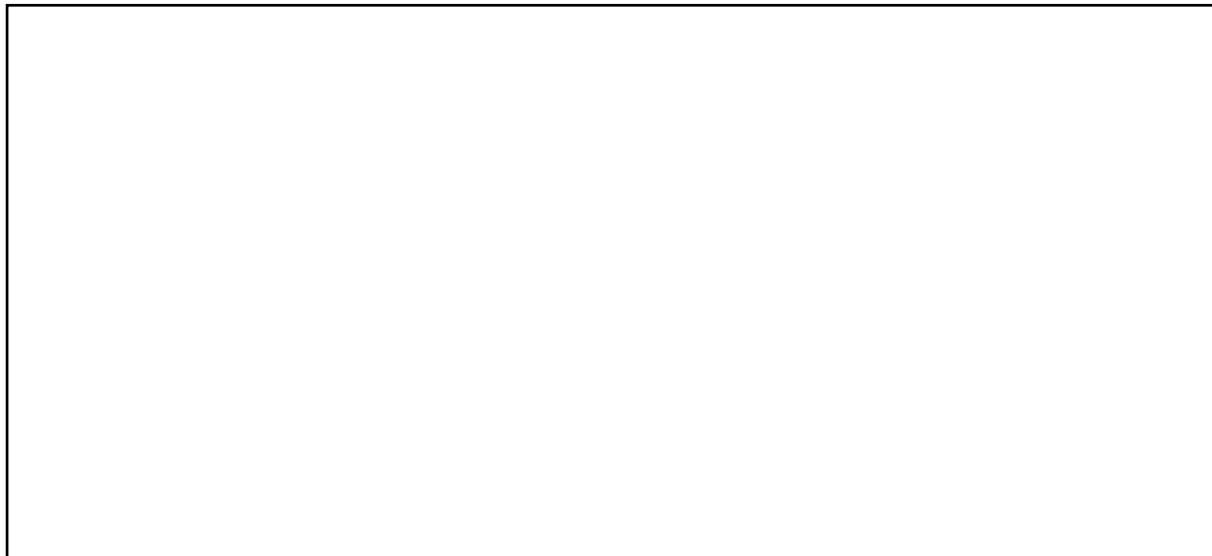
9—Collaborative Partnerships

Describe the program’s collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.



10—Continuous Quality Improvement

Describe the program’s Continuous Quality Improvement plan.



11—Program Management

Describe the plan for program management.

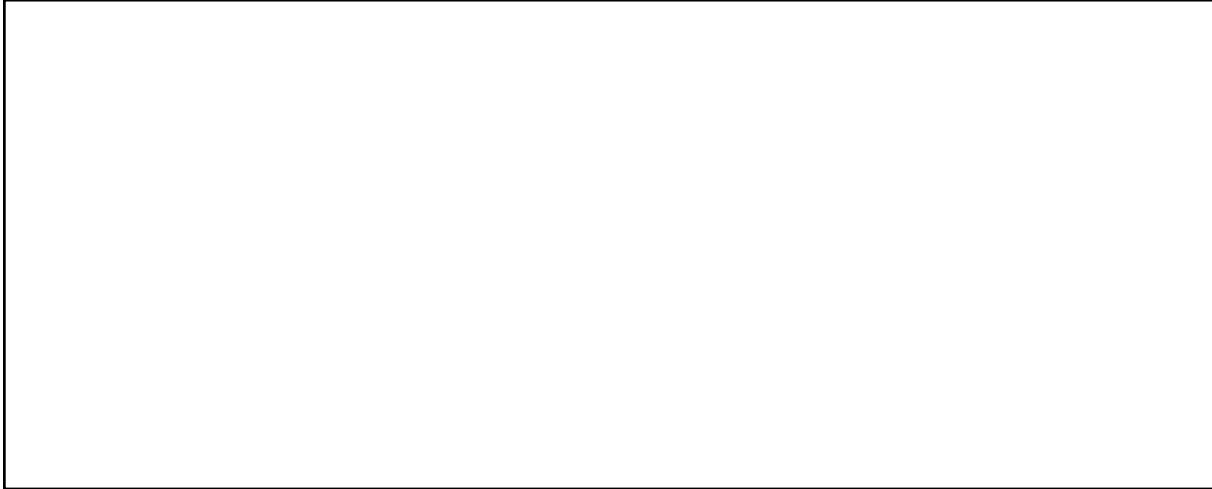
General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

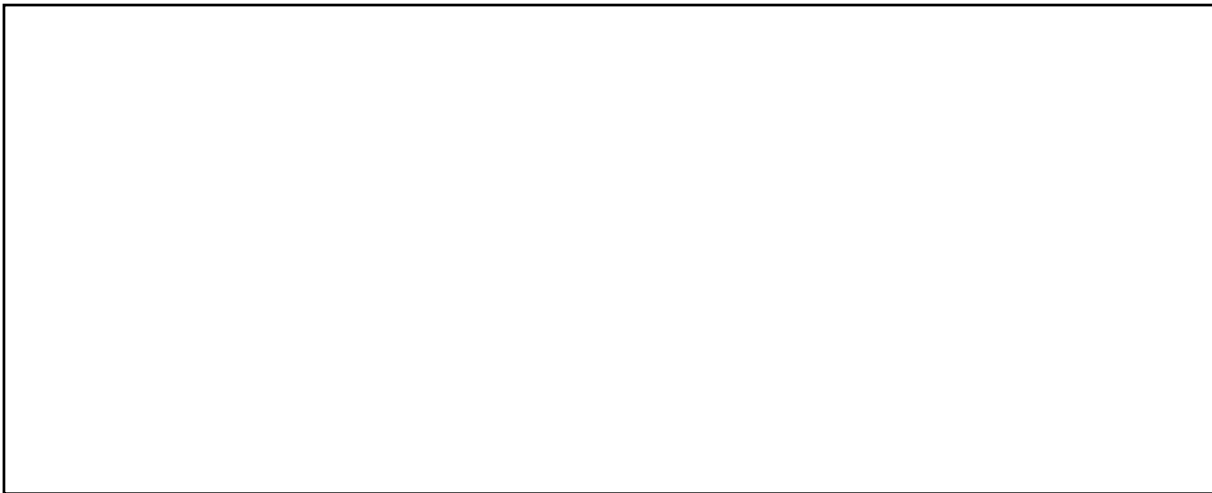
Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC* Section 46120[b] [2] [D]). Please address the proposed Appendix and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?



Sample Program Appendix

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.



Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b) (2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an afterschool component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

- (A) The department's guidance.
- (B) Section 8482.6.
- (C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.
- (D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175- instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 non schooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at school sites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized child care programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced- price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

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