

**Tahoe Truckee Unified School District  
11603 Donner Pass Road, Truckee, CA 96161**

**Memorandum of Understanding**

This agreement for personal or subcontract services and/or advice is hereby entered into between the **TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT** hereinafter "**TTUSD**," and Contractor: **Boys and Girls Club of North Lake Tahoe (BGCNLT)**

Organization:	Boys and Girls Club of North Lake Tahoe
Attn:	Mindy Turner Carbajal, CEO Boys and Girls Club North Lake Tahoe
Address:	8125 Steelhead Ave.   PO Box 1617 Kings Beach, CA 96143
Telephone:	530-582-3760
Taxpayer ID #:	31-1549603

***RECITALS***

- A. **TTUSD** is offering after-school programming at two elementary and one middle school site from June 24, 2024, through June 19, 2025, and 30 full, nine-hour non-school days (24 days in July/August 2024 and two days during Ski/Skate break 2025 and five days during Spring Break 2025)
- B. In order to best meet the needs of **TTUSD** students and families and meet the requirements of the Expanded Learning Opportunities Program (ELO-P), **TTUSD** is partnering with **BGCNLT** to provide both after-school and extended school-year enrichment programs in accordance with the ELO-P. The **BGCNLT** will supply, plan, and orchestrate full-day and after-school programming at the Kings Beach Clubhouse (serving TK-6 students from multiple lakeside schools) and Truckee Elementary (serving TK- 5 students from Truckee side schools and Sierra Expeditionary Learning School) & Alder Creek Middle School (serving 6th-grade students).
- C. **BGCNLT** agrees to serve up to 800 ELO-P qualifying TK- 6th-grade students from all **TTUSD** school sites at the locations listed above during the 180-day after-school program and 30 additional non-school days.

## ***AGREEMENT***

### **1. TERM**

The term of this Agreement shall commence on May 3, 2024, and conclude on June 30, 2025

### **2. COMPENSATION/ADMINISTRATIVE FEES**

**TTUSD** agrees to pay **BGCNLT** to provide after-school and full-day, out-of-school enrichment programs to **TTUSD** students according to the following payment schedule and within 45 days of receipt of the invoice. The following details the dates of payments for each organization.

10% of \$1,040,858; \$104,085.80 within 30 days of effective date of MOU.

15% of \$1,040,858; \$156,128.70 by June 28, 2024, for additional related startup costs.

25% of \$1,040,858; \$260,214.50 by August 29, 2024

25% of \$1,040,858; \$260,214.50 by December 31, 2024

25% of \$1,040,858; \$260,214.50 by April 3, 2025

Total \$1,040,858.00

### **3. SCOPE OF SERVICES**

The **BGCNLT** will supply, plan, and orchestrate full-day and after-school programming at the Kings Beach Clubhouse (serving TK-6 students from multiple lakeside schools), Truckee Elementary (serving TK-5 students from Truckee side schools and Sierra Expeditionary Learning School), and Alder Creek Middle School (serving 6th-grade students).

Programs will be staffed by professional, trained, and high-caliber staff who will engage up to 800 **TTUSD** and **SELS** students in expanded learning programs, including Arts, Academics, Healthy Behaviors, Athletics, and Leadership Enrichment. After-school programs will begin on August 27, 2024, and end on June 18, 2025. The **BGCNLT**'s expanded learning program will meet the requirements of the Expanded Learning Opportunity Program CA state grant as defined by Ed Code 46120. After-school programs will operate from the end of the school day through 6:00 pm. This includes an early arrival to the **BGCNLT** program for Transitional Kindergarten and Kindergarten students because, at some contracted sites for TK and, in some cases for Kindergarten, the school day for those students is shorter than for students in 1st-6th grade. The 30 days of non-school day programming will operate from 8:00 am to 5:00 pm.

### **4. PERFORMANCE**

In the performance of the work herein contemplated, **BGCNLT** is an independent contractor with the authority to control and direct the performance of the details of the work.

**BGCNLT** shall comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work and shall notify **TTUSD** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **BGCNLT** shall not discriminate against any person because of race, creed, color, religion, sexual orientation, gender,

or national origin.

## **5. INDEMNIFICATION**

**BGCNLT** agrees to hold harmless, indemnify, and defend **TTUSD** and its trustees, employees, agents, and volunteers from any and all claims, damages, losses, and expenses, including attorney fees, arising or resulting from damage to property, injury, or death to any person, firm or corporation in connection with its performance of this Agreement except to the extent caused by the negligence or willful misconduct of **TTUSD**. The **BGCNLT** also agrees to hold harmless, indemnify, and defend **TTUSD** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to **BGCNLT** in connection with the performance of this Agreement, except to the extent caused by the negligence or willful misconduct of **TTUSD**.

**TTUSD** shall hold harmless and indemnify **BGCNLT** and its officers and employees from all damages of every nature and description except to the extent caused by the negligence or willful misconduct by **BGCNLT** related to its performance under this Agreement.

## **6. INSURANCE**

During the term of this contract and any extension or modification thereof, **BGCNLT** and **TTUSD** shall keep in effect a policy of Comprehensive/Commercial general liability insurance of at least \$2,000,000 combined single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, either party will provide the other with a certificate of insurance and an endorsement page naming the other party, its Board of Trustees, officers, employees, volunteers, and students as additionally insured. Coverage provided by this policy shall not be canceled or materially changed without thirty (30) days written notice given to the other party.

## **7. TERMINATION OF CONTRACT**

Any party may terminate this agreement by giving thirty (30) calendar days written notice. In the event the District elects to terminate the agreement without cause, it shall pay **BGCNLT** for services rendered to such date. If any party fails to perform any of its obligations under this agreement within the time and manner provided, either party may terminate this agreement without giving thirty (30) days' notice, merely by giving written notice of termination, stating the reason for termination. Contractors shall receive payment for all services satisfactorily rendered to such date.

## **8. WORK TO BE PERFORMED**

**BGCNLT** and **TTUSD** will, through a financial partnership, offer 180 days of free after-school programming and 30 additional non-school days of free full-day (8:00-5:00) programming to ELO-P qualifying students.

**BGCNLT** staff will supervise Kings Beach students walking from the school site to the clubhouse. **TTUSD** agrees to work with **BGCNLT** on ensuring that students attending **BGCNLT** programming are picked up by **BGCNLT** staff in a centralized location.

Because of the financial support provided by **TTUSD**, **BGCNV** will waive all fees for qualifying ELOP

students enrolled in these programs. **BGCNLT** agrees to provide relevant invoices to **TTUSD** for payment at least 30 days prior to scheduled dates identified in Section 2 of this agreement.

**BGCNLT** will ensure that all staff meet the District requirements for Instructional Aides by having attained 48 college credits, an Associate or College degree, or by passing the IA exam, CASAS. **BGCNLT** agrees to manage the student enrollment process and provide **TTUSD** with a monthly enrollment report. **BGCNLT** will provide **TTUSD** with enrollment information necessary for ELO-P reporting purposes.

**TTUSD** agrees to provide sufficient space for the safe operation and orchestration of a program at Truckee Elementary and Alder Creek Middle School, including one classroom or the equivalent for every 20 students enrolled, convenient access to restrooms, and access to outside fields and playground structures. Access to these and any other facilities offered for **BGCNLT** use will be provided at no cost to **BGCNLT**.


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**TTUSD** will provide qualifying students with lunch and snacks during the full-day summer programs at Truckee Elementary. **TTUSD** will not provide snacks and meals during the Ski/Skate and Spring break sessions.

### 9. MISCELLANEOUS

This Agreement is governed by the laws of the State of California and represents the entire understanding by and between **TTUSD** and **BGCLT** as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both parties.

**Boys and Girls Club of North Lake Tahoe**

  
\_\_\_\_\_  
Executive Director

MINDY CARBAJAL  
\_\_\_\_\_  
Print Name

3/28/2024  
\_\_\_\_\_  
Date

**Tahoe Truckee Unified School District**

Authorized Signatory: \_\_\_\_\_

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

TTUSD Board of Education Approval: \_\_\_\_\_ Date: \_\_\_\_\_