

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, Chief Executive Officer
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 28, 2023 through June 21, 2024 and 30 full, nine hour non-school days (22 days in June/July 2023 and three days during Ski/Skate break 2024 and five days during Spring Break 2024)
- 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 at the Kings Beach Clubhouse (serving TK-6students from multiple lake side schools) and Truckee Elementary (serving TK- 5 students from Truckee side schools) & Alder Creek Middle School (serving 6th grade students).
- C. **BGCNLT** agrees to meet the minimum enrollment requirements for ELO-P. In addition, **BGCNLT** will aim to serve up to 800 ELO-P qualifying TK- 6 grade students from all TTUSD school sites and SELS at the locations listed above during both the 180 day after school program and 30 additional non-school days.

AGREEMENT

1. TERM

The term of this Agreement shall commence on April 13, 2023, and conclude on June 30, 2024.

2. COMPENSATION/ADMINISTRATIVE FEES

TTUSD agrees to pay **BGCNLT** for providing 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.

*Up to \$550,00 is available to reimburse startup costs, including staffing, planning, curriculum, and material costs. Start-up costs must be incurred by June 30, 2023, and materials received by June 30, 2023.

25% of \$1,179,969; \$294,992.25 by August 29, 2023

25% of \$1,179,969; \$294,992.25 December 31, 2023

50% of \$1,179,969; \$589,984.50 by April 3, 2024

Total \$1,179,969

3. SCOPE OF SERVICES

The **BGCNLT** will supply, plan, and orchestrate full-day and after school at the Kings Beach Clubhouse (serving TK-6 students from multiple lake side schools) and Truckee Elementary (serving TK- 5 students from Truckee side schools) & 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** students in expanded learning programs, including Arts, Academics, Healthy Behaviors, Athletics, and Leadership enrichment. 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.

BGCNLT will maintain all required data and records and will ensure audit reporting requirements are met. After-school programs will begin on the first day of the 2023-2024 school year and end on the last day of school.

After-school programs will operate from the end of the school day through an established time that meets the 9-hour operating requirement. 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-5:00 pm.

4. PERFORMANCE

In the performance of the work herein contemplated, **BGCNLT** is an independent contractor with 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 agrees to hold harmless, indemnify and defend **BGCNLT** 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 **BGCNLT**.

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 ninety (90) 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 ninety (90) 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 students as they transition to the after-school program based on the needs of the program location (ACMS, KBE, TES).
- **TTUSD** agrees to work with **BGCNLT** on ensuring that students attending **BGCNLT** programming are picked up by **BGCNLT** staff in a centralized location per site.
- Because of the financial support provided by **TTUSD**, **BGCNLT** will waive all fees for qualifying ELOP students enrolled in ELO-Programs. **BGCNLT** agrees to provide relevant invoices to **TTUSD** for payment by 06/28/23, 08/29/23, 12/31/23, and 4/30/24.
- **BGCNLT** will ensure that all staff meets the District requirements for Instructional Aides by having attained 48 college credits, an Associates or College degree, or by passing the IA exam, CASAS.
- **BGCNLT & TTUSD** will work together to identify and communicate with ELO-P qualified students. **TTUSD** and **BGCNLT** will share information about students as appropriate and needed.
- **BGCNLT** agrees to manage the student enrollment process and provide **TTUSD** with a monthly enrollment and attendance report. **BGCNLT** will provide **TTUSD** with enrollment information and all records (schedules, training sign-ins, etc.) necessary for ELO-P reporting purposes.
- **TTUSD** agrees to provide sufficient space for the safe operation and orchestration of a program at designated ELO-P sites, including sufficient space to operate the program based on a 20 to 1 ratio, 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**.
- **BGCNLT** will provide meals and snacks for Kings Beach participants during the summer program, including the AIM HIGH summer program. **BGCNLT** will provide snacks and/or super for all program participants during the school year.
- **TTUSD** will provide qualifying students with lunch and snack during the full-day summer programs at Truckee Elementary.

9. MISCELLANEOUS

This Agreement is governed by the laws of the State of California and represents the entire understanding by and between **TTUSD** and **BGCNLT** 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, signed by both parties.

Boys and Girls Club of North Lake Tahoe

Authorized Signatory

Print Name

Date

Tahoe Truckee Unified School District

Authorized Signatory

Print Name

Date

TTUSD Board of Education Approval: _____ Date: _____