

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 23, 2025, through June 19, 2026, and 30 full, nine-hour non-school days.
- 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), 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 5, 2025, and conclude on June 30, 2026

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 \$888,160; \$88,816 within 30 days of the effective date of the MOU.
15% of \$888,160; \$133,224 by June 28, 2025, for additional related startup costs.
25% of \$888,160; \$222,040 by August 29, 2025
25% of \$888,160; \$222,040 by December 31, 2025
25% of \$888,160; \$222,040 by April 3, 2026

Total \$888,160

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, 2025, and end on June 19, 2026. 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. ASSURANCES – Fingerprinting/Criminal Background Investigation Certification.

BGCNLT shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code (“Education Code”) section 45125.1.

All of the BGCNLT and BGCNLT Parties noted above, at no cost to the District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these BGCNLT and BGCNLT Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. BGCNLT further agrees and acknowledges that if at any time during the Term of this Agreement, BGCNLT learns or becomes aware of additional information that differs in any way from the representations set forth above, or BGCNLT or BGCNLT Parties add personnel who will provide Services under this Agreement, BGCNLT shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements set forth in this Section 11 have been satisfied and District determines whether any contact is permissible.

Tuberculosis Testing

BGCNLT shall at all times comply with the tuberculosis (“TB”) certification requirements of Education Code section 49406.

BGCNLT shall maintain on file the certificates showing that the BGCNLT Parties were assessed and/or examined and found to be free from active TB. These forms shall be regularly maintained and updated by BGCNLT and shall be available to the District upon request or audit.

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

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. **BGCNLT** commercial general liability insurance shall also include coverage for sexual abuse and molestation, no less than \$1,000,000 per 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 ELO-P students enrolled in these programs. **BGCNLT** agrees to provide relevant invoices to **TTUSD** for payment at least 30 days prior to the 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**.

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

Print Name

Date

Tahoe Truckee Unified School District

Authorized Signatory: _____

Print Name: _____ Date: _____

TTUSD Board of Education Approval: _____ Date: _____