

**MEMORANDUM OF
UNDERSTANDING
BETWEEN
SUNRISE RECREATION AND PARK
DISTRICT AND
DRY CREEK JOINT ELEMENTARY
SCHOOL DISTRICT**

The Dry Creek Joint Elementary School District, hereinafter referred to as (DCJESD), and the Sunrise Recreation and Park District, hereinafter referred to as (SRPD), enter into this

Memorandum of Understanding (MOU) for the express purpose of implementing the Expanded Learning Opportunities Program (ELOP). It is understood by and between the parties that the implementation of this MOU is contingent upon continued funding received by DCJESD from the California Department of Education.

DCJESD and SRPD desire to continue working cooperatively to build an asset-based approach to the delivery of services to children, youth and families after school. DCJESD and SRPD will implement effective strength-focused strategies for positive youth development as part of the ELOP at Antelope Meadows Elementary School, Barrett Ranch Elementary School, Creekview Ranch School, and Olive Grove Elementary School ("Property").

I. PURPOSE

The purpose of this MOU is to resume a formal working relationship between the parties, based on the intent to meet the service delivery needs of the ELOP as described in the program model guidebook, and to proceed with the operative conditions which will govern this important partnership.

II. DESCRIPTION OF PROGRAM SERVICES

A. SRPD will continue to:

- 1.** Provide staff to operate the program as described in the ELOP guidelines attached.
- 2.** Provide supervision of the personnel employed under this agreement. All terms of employment of said persons, including working conditions, discipline, hiring and discharging, or other terms of employment and/or requirements of law, shall be made by the SRPD and DCJESD shall have no right or authority over such persons or the terms of such employment, however, DCJESD will have input on the selection and placement of the staff hired for this program.
- 3.** Delivery of services will occur during after-school program hours, times may vary from 1:00 p.m. to 6:00 p.m. on designated days of program

operation.

4. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by program.
5. Provide appropriate recreational, educational and custodian supplies for services that will be billed to DCJESD under terms of reimbursable payment.

B. DCJESD agrees to continue to do the following:

1. Provide appropriate space and general operational supplies for services. This space will include access to needed school facilities, office equipment, and supplies. Overall Facility Maintenance will be handled by the District who owns the facility.
2. Develop common confidentiality guidelines to share information between DCJESD and SRPD to the extent permitted by the California Education Code and the Welfare and Institutions Code governing client confidentiality.
3. Work collaboratively with SRPD to identify and meet the needs of students served in the program.
4. Set meeting and training schedules.
5. Maintain coordination with other agencies and services providers with SRPD.
6. Provide the needed audit documentation to the state as required by the ELOP guidelines.

III. TERMS

- A.** The term of this MOU shall commence no earlier than July 1, 2024 and continue through July 31, 2025. This MOU may be reviewed by both parties annually. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.
- B.** State funding for Expanded Learning Opportunity Program (ELOP).
 1. Should projected or actual state funding for ELOP change, both parties agree to meet to discuss resulting financial impact and renegotiate the terms of the agreement.

IV. TERMINATION CLAUSE

This MOU may be terminated by either party in sixty (60) days of giving written notice of intention to terminate the agreement.

V. AMENDMENTS

Amendments to this MOU may only be made with the mutual written agreement of both parties.

VI. HOLD HARMLESS/INDEMNIFICATION/INSURANCE

- A.** DCJESD will defend, indemnify, and hold harmless SRPD and its board of trustees, officers, agents and employees in response to any demand or claim of liability arising from an accident or event actually or allegedly caused by a breach of a legal duty by DCJESD or its agents or employees. Such obligations shall survive the termination of this Agreement.

- B.** SRPD will defend, indemnify, and hold harmless DCJESD, and its board of trustees, officers, agents and employees in response to any demand or claim of liability arising from an accident or event actually or allegedly caused by a breach of a legal duty by SRPD or its agents or employees. Such obligations shall survive the termination of this Agreement.

- C.** Each Party shall procure and maintain liability coverage ensuring their ability to fulfill their respective indemnity obligations. The coverage provider shall issue (i) a certificate of coverage confirming liability protection to its own covered party, and (ii) an endorsement extending coverage to the parties to be indemnified, to the full extent of the agreed indemnity obligations, evidencing a limit of liability of no less than \$2 million per claim. No cancellation, change or reduction in coverage extended to the indemnified parties will be effective absent 30-days advance written notice to the primary indemnified (SRPD or DCJESD).

VII. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, worker's compensation coverage and other benefits of any kind, as required by law, for its own employees.

VIII. FINGERPRINTING

In accordance with Education Code Section 45125.1, SRPD shall have conducted the required criminal background check of its employees and of all persons who will be providing services to DCJESD on behalf of SRPD, and upon receipt of those checks, certify to DCJESD that no employee or person providing services has been reported by the Department of Justice as having been convicted of a violent or serious felony as defined by statute, including but

not limited to Penal Code sections 667.5(c) and/or 1192.7(c). SRPD shall not permit any employee to have any such contact with students of DCJESD until such certification has been received by DCJESD. SRPD shall supply DCJESD with a list a names of those employees who are cleared to work with students and parents of the district.

IX. INSURANCE

- A. COVERAGE REQUIRED.** Before the commencement of the MOU and during the term of the MOU, SRPD shall obtain and maintain insurance issued by insurers acceptable to DCJESD covering SRPD activities on the Property, and otherwise, as follows:

Commercial general liability insurance for bodily injury, personal injury, and property damage and including products and completed operation and non-owned and hired automobile coverage, with a minimum per occurrence limit of one million dollars (\$1,000,000) and the deductible shall not exceed five thousand dollars (\$5,000). If the policy contains a General Aggregate, then the liability limit must be not less than two million dollars (\$2,000,000). The policy must include coverage for any injury caused by abuse, molestation, or exploitation arising from negligent employment, training, investigation, reporting to the proper authorities, or failure to so report, or retention and supervision of a person for whom SRPD is legally responsible. This coverage must include the actual, alleged, or threatened abuse, molestation, or exploitation by anyone of any person while in the care, custody, or control of SRPD.

2. Automobile liability insurance for bodily injury, personal injury, and property damage for vehicles owned, non-owned, or hired, with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.

B. INSURANCE PROVISIONS

1. The policies described above shall: (i) name DCJESD as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by DCJESD (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to DCJESD before the cancellation or reduction of coverage or amount of such policy.
2. A certificate issued by the carrier of the policies described above shall be delivered to DCJESD prior to SRPD's entry onto the Property pursuant to this MOU. Each such certificate shall set forth the limits, coverage, and other provisions required under this section. A renewal certificate for each of the policies described above shall be delivered to DCJESD not less than thirty (30) days before the expiration of the term of such policy.

3. The policy described above may be made part of a blanket policy of insurance so long as such blanket policy contains all the provisions required in this section and does not reduce the coverage, impair DCJESD's rights under this MOU, or negate SRPD's obligations under this MOU.
4. Upon DCJESD's request, a copy of the insurance policies described above shall be provided to DCJESD.

C. WORKER'S COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY INSURANCE.

Before the commencement of the program, SRPD shall provide a certificate(s) of insurance and endorsements on forms acceptable to DCJESD, for the period covered by the MOU, with full Worker's Compensation Insurance coverage for no less than the statutory limits, and employer's liability insurance coverage with limits not less than one million dollars (\$1,000,000) for bodily injury or disease, for all persons whom it employs or may employ in carrying out the program under this MOU. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws. PROPERTY INSURANCE.

DCJESD shall maintain, for the duration of this MOU, all-risk real and personal property coverage adequate to cover the replacement cost of all District-owned buildings and personal property on the Property to which SRPD may have access under this MOU. SRPD shall be solely responsible for obtaining adequate property insurance for SRPD's personal property, building improvements, and any real property/buildings owned by the DCJESD while located on the Property or elsewhere.

X. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Parties agree to comply with all Federal, State and local laws in performance of this Agreement.

XI. TUBERCULOSIS (TB) SKIN TESTING

SRPD will be responsible for all employee clearances including TB clearances.

XII. SCHOOLS SERVED

Antelope Meadows Elementary School, Barrett Ranch Elementary School, Creekview Ranch School (grades TK-6) and Olive Grove Elementary School,

XIII. COMPENSATION

DCJESD agrees to pay SRPD for services rendered pursuant to this MOU:

- A.** DCJESD agrees to reimburse SRPD for the services provided to ELOP a projected sum of \$1,354,000 which equates to 400 students. The DCJESD will pay the tuition for a minimum of 10 TK-K students and 20 1st to 6th students per elementary to enroll in the after-school program.
- B.** By mutual agreement, the DCJESD may choose to pay the tuition for additional students to attend in groups of 20 enrolled 1st to 6th graders at a cost of \$3,385 per student/available capacity and 10 enrolled TK-K students, at a cost of \$3,385 per student/available capacity. These amounts shall be prorated based on months.
- C.** By mutual agreement, DCJESD and Sunrise may add additional dates of service, services and rates.
- D.** Summer will include July 8, 2024-July 26, 2024 and June 9, 2025-June 27, 2025. DCJESD will reimburse SRPD a rate of \$144 per student/available capacity per week for a total of \$106,272. (*See attached estimated budgets*).

Should an additional staff member be hired to oversee a new group of 20 students, billing will be \$144 per student/available capacity per week for an extra total of \$17,280 for summer sessions in July 2024 and June 2025.

SRPD will bill DCJESD monthly. The billing will show total charges by individual school site with submission of the bill to:

Dry Creek Joint Elementary School District
 ELOP - ATTENTION:
 Roger Van Putten, CBO
 8849 Cook Riolo Road
 Roseville, CA 95747

XIV. WRITTEN NOTICE

Written notices regarding this MOU required to be provided herein shall be sent, first class mail to the following representatives:

To: Dry Creek Joint Elementary School District 8849 Cook Riolo Road Roseville, CA 95747	To: Sunrise Recreation and Park District Marty Buell, Recreation Superintendent Sunrise Recreation and Park District 7801 Auburn Blvd. Citrus Heights, CA 95610
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XV. ASSIGNMENT.

Neither Party may assign its duties and obligations under this MOU, or any other interest, right, or privilege created herein, without the prior written consent of the other Party.

XVI. SEVERABILITY

If any provision of this MOU is determined by a court or tribunal of competent jurisdiction to be void, voidable, or unenforceable as a matter of law, then such provision shall be deemed deleted and all other remaining provisions of this MOU shall otherwise remain in full force and effect.

XVII. WAIVER

No waiver by either Party of any provision of this MOU shall constitute or be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any provision hereof.

XVIII. INTERPRETATION

This MOU shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party hereto. The captions to the sections in this MOU are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms contained herein.

XIX. EXECUTION IN COUNTERPARTS

This MOU may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed MOU. Signatures transmitted by facsimile shall be deemed original signatures.

XX. GOVERNING LAW AND VENUE

This MOU shall be construed and interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of California, County of Placer.

XXI. APPROVALS

Kevin Huntzinger, District Administrator Sunrise Recreation and Park District

Date

Dry Creek Joint Elementary School District

Date

2024-25
AFTER THE BELL ENRICHMENT PROGRAM – (ELOP)
ESTIMATED BUDGET SUMMARY

BUDGET CATEGORIES	TOTAL OPERATING EXPENSES	TOTAL REVENUE
<u>PROGRAM FUNDING:</u> Dry Creek School District - Expanded Learning Opportunities Program		1,354,000
<u>OPERATING EXPENSES:</u>		
Salaries & Wages	\$1,196,000	
Staff Onboarding	\$6,000	
Office Supplies	\$6,000	
Building Supplies & Services	\$20,000	
Contracted Services	\$40,000	
Curriculum	\$54,000	
Program Supplies & Technology	\$32,000	
<u>TOTAL OPERATING EXPENSES:</u>	<u>\$1,354,000</u>	

2024-2025 School Year (August 1 – July 31) –
400 Students x \$3,385 per student/available capacity = \$1,354,000

Additional positions – 1 position for every 20 extra students 1 to 6th graders and/or 1 position for every 10 extra students TK -K billed at \$3,385 per student/available capacity. Figures not included in estimated budget presented above.

**2024-25 - JULY 2024 - SUMMER
AFTER THE BELL ENRICHMENT PROGRAM – (ELOP)
ESTIMATED BUDGET SUMMARY**

BUDGET CATEGORIES	TOTAL OPERATING EXPENSES	TOTAL REVENUE
<u>PROGRAM FUNDING:</u>		
Dry Creek School District - Expanded Learning Opportunities Program (123 students)		\$53,136
Extra 20 students per week		\$8,640
<u>OPERATING EXPENSES:</u>		
Salaries & Wages	\$42,720	
Staff Onboarding	\$600	
Office Supplies	\$400	
Building Supplies & Services	\$940	
Contracted Services	\$4,500	
Curriculum	\$7,500	
Program Supplies & Technology	\$5,116	
<u>TOTAL OPERATING EXPENSES:</u>	\$61,776	

2024 Summer Program (July 2024, 3 Week Session)

123 Students x \$144 per student/available capacity per week (max capacity per room is 20 to 1)

Additional Position – 1 Staff position for every 20 extra students at \$144 per student/available capacity per week (max capacity per room is 20 to 1).

**2024-25 - JUNE 2025 - SUMMER
AFTER THE BELL ENRICHMENT PROGRAM – (ELOP)
ESTIMATED BUDGET SUMMARY**

BUDGET CATEGORIES	TOTAL OPERATING EXPENSES	TOTAL REVENUE
<u>PROGRAM FUNDING:</u>		
Dry Creek School District - Expanded Learning Opportunities Program (123 Students)		\$53,136
Extra 20 students per week		\$8,640
<u>OPERATING EXPENSES:</u>		
Salaries & Wages	\$42,720	
Staff Onboarding	\$600	
Office Supplies	\$400	
Building Supplies & Services	\$940	
Contracted Services	\$4,500	
Curriculum	\$7,500	
Program Supplies & Technology	\$5,116	
<u>TOTAL OPERATING EXPENSES:</u>	\$61,776	

2024 Summer Program (June 2025, 3 Week Session)
123/Students x \$144 per student/available capacity per week (max capacity per room is 20 to 1)

Additional Position – 1 Staff position for every 20 extra students at \$144 per student/available capacity per week (max capacity per room is 20 to 1).

In Dry Creek Joint Elementary School District (DCJESD), all of our Expanded Learning Opportunities Program (ELOP) partners will use the Quality Standards for Expanded Learning in California. The Quality Standards for can be found on the California Department of Education's (CDE) webpage, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>. While each program will have their own style and approach, all ELOP partners will follow CDE requirements for ELOP.

Safe and Supporting Environment

All ELOP partners will provide a safe and supportive environment for all students and families. Programs will work with school sites, the Coordinator of Educational Services, and additional district administrators to ensure programs are aligned with school and district health and safety procedures.

Programs will have policies and procedures that:

- Clearly communicate health, safety, and behavior procedures with staff, participants, and families
- Clearly identify health and medical needs of participants and ensure all staff are trained in safety and first aid
- Staff are clearly identifiable by wearing DCJESD approved identification badges at all times
- Clearly outline how to document and communicate incidents
- Keep an up to date list of participant emergency contact information easily accessible

Program staff will:

- Welcome all students and families with respect
- Actively work to build relationships with students, families, and DCJESD staff
- Hold students to high standards for behavior by
 - Regularly and actively recognizing positive behaviors
 - Communicating early when behaviors are not meeting expectations
 - Intervening with a behavior plan appropriate for students' age and individual needs
- Participate in on-going professional development provided through program partners

Active and Engaged Learning

All ELOP partners will design activities and experiences that demonstrate active, meaningful, and engaged learning. Students will regularly engage in collaboration, extracurricular activities, and hands-on long and short-term projects.

Programs will:

- Ensure all staff are appropriately trained, monitored, and provided feedback through regular evaluations
- Ensure yearly, monthly, weekly, and daily plans include a variety of activities designed to engage students in meaningful work

Program staff will:

- Use current educational practices to support students
- Provide opportunities for group activities, partner activities, and independent activities
- Provide students with opportunities to develop and demonstrate open-mindedness ● Use student interests to guide activity opportunities

Skill Building

All ELOP partners will maintain high expectations for all students, providing goals, curriculum, and skill development across the program. Students will be provided activities to support growth in, and mastery of, 21st century skills.

Programs will:

- Support the development of 21st century skills for learning, including - critical thinking, perseverance, self-efficacy, motivation, problem solving, metacognition, creativity, conscientiousness, and collaboration
- Support projects and activities in which students demonstrate mastery of a skill or skills by working toward a final product or presentation

Program staff will:

- Ensure learning goals are shared with, and clearly understood by, students ● Engage in conversations that build students' understanding of their personal and social responsibilities
- Sequence activities in such a way that students build upon previously learned skills
- Support a Growth Mindset when students are faced with challenges
- Intentionally link program activities with students' real life experiences

Youth Voice and Leadership

All ELOP partners will provide and support intentional opportunities for students to meaningfully contribute to program design and implementation, including opportunities for authentic leadership roles.

Programs will:

- Intentionally support the implementation of opportunities for students to meaningfully participate in decision making, actively develop and practice leadership skills, and purposefully promote positive relationships within the program
- Ensure students are provided opportunities to identify and address real world problems, using their 21st century skills to work towards solutions

Staff will:

- Provide opportunities for students of all ages to develop and practice leadership skills
- Actively find opportunities for students to exercise their leadership skills ● Purposefully incorporate student autonomy
- Communicate with students about leadership opportunities, reflect after students engage in leadership roles, and intentionally develop learning from experience

Healthy Choices and Behaviors

All ELOP partners will intentionally promote and practice healthy lifestyle choices.

Programs will:

- Promote and support a healthy culture and environment - physically, mentally, and emotionally
- Provide staff professional development to support healthy lifestyles in students ● Ensure physical activity and nutrition are intentionally incorporated across the program

Staff will:

- Provide daily opportunities for students to engage in healthy behaviors, including a focus on age appropriate nutrition awareness and participation in physical activities ● Understand how a balanced lifestyle can support healthy development for all students while communicating with students in an age appropriate and culturally sensitive way ● Model good nutrition and participation in physical activity during the program

Diversity, Access, and Equity

All ELOP partners will create an environment where all students and staff feel safe and welcome. Diversity and equity will be actively embraced by program partners.

Programs will:

- Explicitly demonstrate a commitment to diversity and equity in outreach materials and/or policies

- Be knowledgeable of and/or seek out strategies to support all participant needs ●
- Actively celebrate diversity and ensure a welcoming environment to all students, staff, and family members

Staff will:

- participate in on-going diversity and inclusion training
- Accommodate students by adapting activities as needed to ensure all students are welcomed to participate
- Actively encourage all students to participate in activities

Additional Guidelines

Staffing:

- DCJESD ELOP partners will provide high quality, well trained staff to oversee and run their programs
- Program staff will be aware of ELOP guidelines and the expectations outlined in these guidelines

Purpose:

- ELOP partners will communicate a clear vision, mission, and purpose that aligns with DCJESD and these guidelines

Collaboration:

- DCJESD and all ELOP partners will work together to support all students and build collaborative relationships with families and school sites

Continuous Quality Improvement

- DCJESD and all ELOP partners will use data from a variety of sources to evaluate strengths and areas for improvement within each program to ensure the programs continue to grow and support all students