MEMORANDUM OF UNDERSTANDING
Between Mother Lode Union School District
and Boys & Girls Club El Dorado County
Western Slope

This Memorandum of Understanding ("MOU") is entered into October 28, 2026, between Mother Lode Union School District ("MLUSD") and Boys & Girls Club El Dorado County Western Slope ("CLUB") regarding the express purpose of providing the Expanded Learning Opportunities Program ("ELOP") at the CLUB for the 2026-27 school year. It is understood by and between the parties that the implementation of this MOU is contingent upon funding received by MLUSD from the California Department of Education.

MLUSD and CLUB desire to work cooperatively to build an asset-based approach to the delivery of services to children, youth, and families. MLUSD and CLUB will implement effective strength-focused strategies for positive youth development as part of the ELOP at the Placerville Clubhouse.

I. PURPOSE

The purpose of this MOU is to establish 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 set forth the operative conditions which will govern this important partnership.

II. DESCRIPTION OF PROGRAM SERVICES

A. CLUB will:
   1. Provide staff with the ability to operate the program as described in the ELOP guidelines.
   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 CLUB. MLUSD shall have no right or authority over such persons or the terms of such employment, however, MLUSD will have input on the selection and placement of the staff hired for this program should they desire.
   3. Services will occur August 10, 2026 – May 27, 2027, from 8:00 a.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 the program.
   5. Maintain staff to student ratios has defined by State Code.

B. MLUSD will:
   1. Develop common confidentiality guidelines to share information between MLUSD and CLUB to the extent permitted by the California Education Code and the Welfare and Institutions Code governing client confidentiality.
   2. Work collaboratively with CLUB to identify and meet the needs of students served in the program.

III. TERMS

The term of this MOU shall commence upon execution and continue through May 27, 2027. This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes all other prior Agreements, oral or written, and all other communications between the Parties relating to the subject matter.

IV. HOLD HARMLESS/INDEMNIFICATION/INSURANCE

A. CLUB will defend, indemnify, and hold harmless MLUSD 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 legal duty by CLUB or its agents or employees. Such obligations shall survive the termination of this Agreement.

B. MLUSD will defend, indemnify, and hold harmless CLUB and its Board of Directors, 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 legal duty by MLUSD 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 a certificate of insurance of coverage confirming liability protection, evidencing a limit of liability of no less than $2 million per claim. No cancellation, change or reduction in coverage will be allowed during the term of this Agreement.

V. INDEPENDENT CONTRACTOR STATUS

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

V. FINGERPRINTING

In accordance with Education Code Section 45125.1, CLUB shall have conducted the required criminal background check of its employees and of all persons who will be providing services to MLUSD on behalf of CLUB, and upon receipt of those checks, certify to MLUSD 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.S(c) and/or 1192.7(c). CLUB shall provide such certification to MLUSD within ten (10) days of the execution of this agreement. CLUB shall supply MLUSD with a list of those employees who are cleared to work with students of the district upon request.

VI. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Parties agree to comply with all Federal, State and local laws in performance of this Agreement. The CLUB will notify MLUSD by the next working day following, and submit a written report within seven days of, the occurrence of any health or safety related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c) pursuant to EC 8483.4(b). Parties agree to comply with all Federal, State, and local laws in performance of this Agreement.

VII. COMPENSATION

MLUSD agrees to pay CLUB for services rendered pursuant to this MOU in the amount of $2,800 per identified UPP student, not to exceed 80 students or $224,000 for the school year. CLUB will invoice MLUSD within 30 days of the execution of this agreement. Invoices should be directed to Marti Zizek, CBO, 3783 Forni Road, Placerville CA 95667.

VIII. APPROVALS

Marti Zizek, Chief Business Official
Mother Lode Union School District

10/30/26
Date

Sean McCartney, CEO
Boys & Girls Club, EDC Western Slope

10/30/26
Date