

**Redlands Educational Partnership
&
Redlands Unified School District
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) made and entered into this 21st day of May, 2024, (“**Effective Date**”), by and between the Redlands Unified School District, a public agency of the State of California, herein after called “**RUSD**”, and the Redlands Educational Partnership, a California nonprofit corporation, herein after called “**REP**”.

RECITALS

WHEREAS, REP’s mission is to make education a priority in the community, enhance student learning opportunities, and better prepare students to become contributing members of society, and its objectives are to generate community support in promoting, recognizing, and stimulating excellence in education and to enhance student education through dynamic enrichment programs; and

WHEREAS, REP owns and operates the AAA Academy, and its mission is to provide high quality, accessible educational programs that empower students through creating and enhancing their individual experience through offering and providing diverse enrichment in academics, arts, and athletics; and

WHEREAS, RUSD and REP have a long history of collaboratively working to enhance students’ learning environment and increase student access to enriched educational experiences; and

WHEREAS, RUSD is committed to providing, through grant funding from the Extended Learning Opportunity Program (“**ELOP**”), equity and access to at least 50% of unduplicated pupils in grades TK-6 grades, which is required by AB130 and regulated by California Education Code Section 46120, by increasing service offerings which focus on exploration experiences and engagement, at no cost to families; and

WHEREAS, RUSD desires to partner with REP in providing student enrichment through REP’s AAA Academy summer camp to fulfil its ELOP requirements.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above recitals and of the covenants and agreements contained herein, the parties agree as follows:

1. Term. The term of this Agreement (“**Term**”) shall commence on June 17, 2024 through July 31, 2024, or may expire upon termination by either party pursuant to **Section 10** hereof.
2. Scope of Work.
 - 2.1. REP shall provide twenty-seven (27) intercession days for TK-6th grade students, through its summer camp (“**Program**”) Monday through Friday from 7:30 a.m. to

5:30 p.m. at Kingsbury Elementary School, located at 600 Cajon Street, Redlands, California, and Lugonia Elementary School, located at 202 E. Pennsylvania Avenue, Redlands, California, ("**School Sites**") as more particularly set forth in **Exhibit "A"** attached hereto and incorporated by reference herein. In the event that the provisions of **Exhibit "A"** conflict with the terms of this MOU, the terms of this MOU shall control.

- 2.2. REP shall select, hire, and assign a camp director, to provide oversight for the Program, including a certified first aid specialist and a receptionist, as well as Program staff to maintain required staff to student ratios of 1:10 for TK and Kindergarten, and 1:20 for students in grades 1-6 (California Educational Code Section 8241), and such persons shall be its employees exclusively and shall be subject solely to its direction, control, compensation, evaluation, and discharge.
- 2.3. REP shall supply to RUSD enrollment documents for each registered ELOP Scholarship Student (as defined herein), with instructions to return completed documents to REP. REP will provide attendance information to RUSD in REP standard format.
- 2.4. REP shall designate a REP employee to serve as liaison to the Program ("**REP Administrator**") who shall be Cherish Bohlman, REP Administrator, or her successor as identified in a writing delivered to RUSD.
- 2.5. RUSD shall designate an RUSD employee to serve as liaison to the Program ("**RUSD Administrator**"), who shall be Denise Fee, Director, ELOP and ECE, or her successor as identified in a writing delivered to REP.
- 2.6. RUSD shall provide breakfast and lunch to all registered students at no cost to REP or registered student families.
- 2.7. RUSD or registered student families will provide transportation to and from the Program, at RUSD's discretion.
- 2.8. RUSD shall provide transportation for Program field trips and shall invoice REP for the field trip transportation costs.
- 2.9. In providing the Program, REP shall comply with RUSD's policies respecting confidentiality of RUSD student information and the provisions of the Family Educational Rights and Privacy Act ("**FERPA**") and FERPA implementing regulations at 34 C.F.R. Part 99.
- 2.10. In providing the Program, REP shall defer to RUSD's policies regarding student conduct, discipline, and school safety, which are consistent with and regulated by the California Education Code and State Board of Education (California Education Code 35291, 35291.5; State Board of Education Policy #01-02). In cooperation with RUSD, REP shall inform RUSD of student misconduct.

3. Remuneration.

- 3.1. Registered students who meet ELOP requirements will be provided with ELOP scholarship funding (“**ELOP Scholarship Student**”) for the Program. REP will invoice RUSD for the total number of ELOP Scholarship Students who are enrolled in the Program after the last day to cancel a student’s enrollment. For registered students not able to secure ELOP or REP scholarship funding, the parent/legal guardian of each registered student will be invoiced at the rates set forth in **Exhibit “A”** attached hereto.
- 3.2. REP shall compensate RUSD for the expenses included with the Facility Use Permit (herein defined).

4. Grant of License.

- 4.1. Grant. RUSD hereby grants to REP and to its agents, employees, guests and invitees an exclusive, revocable, license to enter and use the School Sites, classrooms/cafeterias and related areas and ingress/egress routes as set forth in the Facility Use Permit (as hereinafter defined) (such School Site areas hereinafter referred to as the “Premises”) for the purposes, and at the times, set forth in **Section 2.1** of this MOU.
- 4.2. Condition of Premises. RUSD is not aware of any condition in, on, or about the Premises that constitutes a hazard to the safety of any occupant or that violates any governmental law or ordinance intended to protect human safety. REP accepts the Premises “AS IS”.

5. Use of Premises.

- 5.1. REP Uses. At all times in accordance with the Facility Use Permit, REP shall use the Premises for the purposes, and at the times, as set forth in **Section 2.1** of this MOU.
- 5.2. Time of Use. REP shall use the Premises solely on the days of the week and during the hours set forth in the Facility Use Permit and in accordance with **Section 2.1**.
- 5.3. Facility Use Permit. Pursuant to the Civic Center Act (California Education Code Section 38130 et. seq.) and in conjunction with its use of the Premises under this MOU, REP has completed and submitted the RUSD’s Civic Center Use of Facilities application forms and RUSD has approved REP’s application and issued a facility use permit to REP (“**Facility Use Permit**”). The Facility Use Permit shall include the nonprofit hourly rate for room use (\$2/hour for 12 rooms), Janitorial fee (\$27/hour, 8 hours per day), and cleaning supplies as needed.
- 5.4. RUSD Equipment. Should REP require the use of any RUSD equipment at the Premises, REP accepts the responsibility to coordinate with RUSD the specific time(s) and use(s) in order to avoid any conflict of time(s) and use(s) of such RUSD equipment.

6. Non-Discrimination. In the performance of this MOU, the parties shall not discriminate on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.
7. Insurance. Each party shall maintain for the duration of this MOU general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injury or damages which may arise from or in connection with the performance of this MOU by such party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the party of the indemnity provisions set forth in this MOU. All commercial policies maintained by a party shall be written as primary policies, not contributing with and not supplemental to the coverage that the other party may carry. Each party shall, upon request, provide the other party a certificate of insurance together with originals of the endorsement(s) naming the other party as an additional insured. Each party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.
8. Indemnity. Each party agrees to hold harmless, defend, and indemnify the other party, and the officers, employees, governing board members, volunteers, and agents of such other party from and against any and all losses, claims or expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to, and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party, its officers, employees, governing board members, volunteers, or agents.
9. Delivery of Notices. All notices permitted or required under this MOU shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

REP:

Redlands Educational Partnership
 Attn: Jennifer Moore
 President
 20 W. Lugonia Avenue
 Redlands, CA 92374

RUSD:

Redlands Unified School District
 Attn: Juan Cabral
 Superintendent
 20 W. Lugonia Avenue
 Redlands, CA 92374

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Termination. Except as provided in this MOU, this MOU may be terminated by either party, for any reason, during the Term of this MOU by giving ninety (90) days' written notice to the other party. In the event that either party materially defaults or fails in the

performance of any material provision of this MOU, this MOU may be terminated by the other party upon ten (10) days' written notice thereof.

11. Governing Law; Venue. This MOU shall be governed by the laws of the State of California without regard to principles of conflict of laws. Venue for any lawsuit or claim arising out of or related to this MOU shall be the County of San Bernardino. This MOU shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this MOU, such services shall not be deemed "goods" within the definition of the Uniform Commercial Code.
12. Integration. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or oral or written information given to the party by any representative of the other party.
13. Severability. If one or more of the provisions of this MOU are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this MOU; provided that the MOU so modified preserves the basic intent of the parties.
14. Modification. No change or modification of the terms or provisions of this MOU shall be deemed valid unless set forth in writing and signed by both parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall be void and of no force or effect.
15. Attorneys' Fees. In the event that any action is brought by either party to enforce or interpret the terms of this MOU, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, in addition to such other relief as the court may deem appropriate.
16. Assignment. REP shall not assign this MOU or any interests therein without the prior written approval of the RUSD. Any such attempt to assign or sublet this MOU without RUSD approval shall be invalid.
17. No Third-Party Benefit. It is expressly understood and agreed that this MOU is entered into solely for the mutual benefit of the parties hereto and that no benefits, rights, duties, or obligations are intended or created by this MOU as to third parties not a signatory hereto.
18. Public Record. REP understands and acknowledges and agrees that under the California Public Records Act (CPRA), this MOU is a public record subject to disclosure under the CPRA, and RUSD shall have no obligation to provide written notification to REP prior to disclosure thereof pursuant to a CPRA public records request or otherwise.
19. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

- 20. Education Code Section 17604. In accordance with California Education Code Section 17604, this MOU is not valid or an enforceable obligation against RUSD until approved or ratified by motion of the Board of Education of RUSD duly passed and adopted.
- 21. APPROVED SIGNATURE. THIS MOU IS NOT VALID OR AN ENFORCEABLE OBLIGATION AGAINST THE RUSD UNTIL SIGNED BY THE SUPERINTENDENT OR THE SUPERINTENDENT’S APPROVED DESIGNEE NAMED BELOW.

IN WITNESS WHEREOF, the parties have executed this MOU as of the Effective Date.

REDLANDS EDUCATIONAL PARTNERSHIP
a California nonprofit corporation

REDLANDS UNIFIED SCHOOL DISTRICT
a public agency of the State of California

Jennifer Moore
President

Juan Cabral
Superintendent

Date

Date

EXHIBIT “A”

Program

- The Program will be available for students ages 4-13 years old who are toilet-trained and enrolled in TK-6th grade at RUSD for the 2024-2025 school year.
- The Program curriculum is ELOP compliant and will include STEM activities, art and crafts, field trips, and games.
- The Program term is Monday, June 17, 2024 through Friday, July 26, 2024, from 7:30 a.m. – 5:30 p.m.
- The Program will be closed on June 19, 2024 (in observance of the Juneteenth holiday), July 4 and 5, 2024 (in observance of the Independence holiday).
- Registered students will be provided with free breakfast and lunch through RUSD Child Nutrition Services.

Fees

- If a registered student does not qualify for an ELOP or REP scholarship, the camp fees are as follows:
 - Full-time attendance \$269.00/week
 - Drop-in daily attendance \$59.00/day
 - Morning or afternoon attendance \$45.00/day
- Camp fees cover all activities and mandatory expenses except for the required field trip shirt, which must be purchased for \$17.50 for registered students. Field trip shirts can be re-used for subsequent camp sessions.