

**ELOP SERVICES AGREEMENT  
BETWEEN  
SUNRISE RECREATION AND PARK DISTRICT  
AND  
CENTER JOINT UNIFIED SCHOOL DISTRICT**

This ELOP Services Agreement (the “Agreement”) is entered into on January 19, 2023 (“Effective Date”) by and between the Center Joint Unified School District, hereinafter referred to as (“DISTRICT”), and the Sunrise Recreation and Park District, hereinafter referred to as (“SRPD”), 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 Agreement is contingent upon continued funding received by DISTRICT from the California Department of Education. DISTRICT and SRPD may be referred to herein individually as “Party” and collectively as “Parties.”

**WHEREAS**, Government Code section 53060 authorizes DISTRICT to enter into a contract to obtain special services in administrative matters;

**WHEREAS**, DISTRICT and SRPD desire to work cooperatively to build an asset-based approach to the delivery of services to children, youth and families after school. DISTRICT and SRPD will implement effective strength-focused strategies for positive youth development as part of the ELOP at Oak Hill Elementary School (“Property”).

**WHEREAS**, SRPD has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in the Agreement.

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree to the terms and conditions of this Agreement as follows:

**I. PURPOSE**

The purpose of this Agreement 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 collaboration.

**II. DESCRIPTION OF PROGRAM SERVICES**

A. SRPD will provide the services described herein (“Services”):

1. Provide staff to operate the program as described in the ELOP guidelines attached hereto and hereby incorporated by reference as Exhibit “A” 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 SRPD and DISTRICT shall have no right or authority over such persons or the terms of such employment; however, DISTRICT will have input on the selection and placement of the staff hired for this program.

3. Delivery of Services will occur during before school and after school program hours and times vary from 7:00 a.m. to 6:00 p.m. on designated days of program operation.

Transitional Kindergarten

Before School: 7:00 a.m. – 9:25 a.m. (M – F)

After School: 12:50 p.m. – 6:00 p.m. (M – F)

Kindergarten

After School: 2:40 p.m. – 6:00 p.m. (M)

After School: 3:40 p.m. – 6:00 p.m. (T – F)

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 DISTRICT under terms of reimbursable payment.

B. DISTRICT agrees to 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 DISTRICT 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. **TERM**

The term of this Agreement shall commence no earlier than January 1, 2023 and continue through June 9, 2023, unless sooner terminated as provided for hereinafter. This Agreement may be renewed by both Parties annually by written mutual agreement.

### IV. **TERMINATION OR AMENDMENT**

A. Mutual Agreement. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party sixty (60) days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the SRPD under this agreement shall, at the option of the DISTRICT, become DISTRICT property. The SRPD shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

B. Termination for Default. DISTRICT may, by written notice to SRPD, terminate this Agreement in whole or in part at any time because of the failure of SRPD to fulfill its contractual obligations and following a reasonable opportunity to cure. Upon receipt of such notice, SRPD shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise); and

2. Deliver to DISTRICT all information and material as may have been involved in the provision of services whether provided by DISTRICT or generated by SRPD in the performance of this Agreement, whether completed or in process. Termination of this Agreement shall be as of the date of receipt by SRPD of such notice.

C. If the termination is due to the failure of SRPD to fulfill its contractual obligations, DISTRICT may take over the Services, and complete the Services by contract or otherwise. In such case, SRPD shall be liable to DISTRICT for any reasonable costs or damages occasioned to DISTRICT thereby. The reasonable expense of completing the Services, and any other costs or damages otherwise resulting from the failure of SRPD to fulfill its obligations, shall be charged to SRPD and shall be deducted by DISTRICT out of such payments as may be due to SRPD.

D. If, after the notice of termination for failure to fulfill contract obligations, it is determined that SRPD has not so failed, the termination shall be deemed to have been effected for the convenience of DISTRICT pursuant to Section IV A.

E. SRPD shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to SRPD in accordance with this section shall constitute SRPD's exclusive remedy for any termination hereunder. The rights and remedies of DISTRICT provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

V. **HEALTH AND SAFETY MANDATES**

A. **HEALTH AND SAFETY.** SRPD shall comply with all applicable federal, state, local, and DISTRICT laws, regulations, ordinances, policies, and procedures regarding student health and safety.

B. **INCIDENT/ACCIDENT REPORTING.** SRPD shall submit accident or incident reports pursuant to the procedures specified by the DISTRICT.

C. **CHILD ABUSE REPORTING.** SRPD hereby agrees that all staff members, including volunteers, are familiar with and agree to its child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adhere to such reporting shall be submitted to the DISTRICT at DISTRICT's request. SRPD must develop and/or maintain a written child abuse reporting procedure.

D. **REPORTING OF MISSING CHILDREN.** SRPD assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the DISTRICT at DISTRICT's request.

E. **TUBERCULOSIS ASSESSMENT AND EXAMINATION.** Prior to commencing the ELOP Services and at its sole cost and expense, the SRPD shall: (i) comply with the assessment and examination procedures required pursuant to Section 49406; and (ii) certify to the DISTRICT, using the form attached as Exhibit "C" to this Agreement, that he/she is free of tuberculosis risk factors or, if risk factors are present, is free of infectious tuberculosis.

F. **BLOOD-BORNE PATHOGENS AND OTHER INFECTIOUS MATERIALS.** If this Agreement contemplates that the SRPD will furnish any medical assistance to DISTRICT students or otherwise potentially be subjected to any occupational exposure as defined in 29 CFR 1901.1030(b), then, notwithstanding that the SRPD is an independent contractor and not an employee of the DISTRICT, the SRPD shall comply with all applicable U.S. Department of Labor, Occupational Health and Safety Administration ("OSHA") safety and health standards and other requirements set forth in 29 CFR 1901.1030. For avoidance of doubt, 29 CFR 1901.1030(b) defines occupational exposure, as of the Effective Date, to mean "reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties."

G. **COVID-19 Related Requirements**

1. In connection with and for all purposes of this Agreement and the ELOP Services, the SRPD shall be responsible, at its cost, for compliance with any and all orders and guidance issued by public health and/or other governmental officials ("Public Health Orders") that are intended to slow the spread of the coronavirus that causes COVID-19 ("Coronavirus"), regardless of whether those are in effect as of the Effective Date or take effect thereafter. In addition, the

SRPD shall indemnify, hold-harmless, and defend the DISTRICT, in accordance with this Agreement, with respect to any and all liabilities that may arise from: (i) the failure by the SRPD to fully and satisfactorily comply with any Public Health Order; and/or (ii) the COVID-19-related infection, injury, or death of any person or persons in connection with any such failure by the SRPD.

2. The SRPD, at its cost, shall procure any and all personal protective equipment (“PPE”) that reasonably is required for the SRPD’s use in connection with the ELOP Services. For purposes of the foregoing, such PPE may include, without limitation and as applicable, any and all gloves, face shields, goggles, “surgical” face coverings, and similar equipment designed to protect the wearer from injury or help prevent wearer exposure to infection by the Coronavirus. In no event shall the DISTRICT be responsible or liable, regardless of the basis or bases for responsibility or liability, if the SRPD is unable to procure or timely procure any necessary PPE. However, in any such event, if the health and safety of DISTRICT students could, therefore, be endangered, the SRPD shall provide notice to the DISTRICT and, at the SRPD’s cost and to the extent PPE reasonably can be made available without impairing any DISTRICT operations, the DISTRICT will attempt to provide sufficient PPE from any stock that it has on hand.

3. Immediately upon becoming aware or reasonably suspecting that the SRPD, any DISTRICT student, or any other person was infected with the Coronavirus at any time the person was present in or at any ELOP Location, the SRPD shall: (i) give written notice to the DISTRICT; and (ii) take all steps required and/or recommended by the Public Health Orders, including, without limitation and if applicable, seeking to identify, through contact tracing, those who may have been exposed to the Coronavirus and otherwise taking steps necessary to limit the number of additional people who may become exposed to the Coronavirus. Any and each failure by the SRPD to give such notice when required by this Section shall constitute a material default by the SRPD of its obligations pursuant to this Agreement.

## VI. INDEMNIFICATION

A. District 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 District or its agents or employees. Such obligations shall survive the termination of this Agreement.

B. SRPD will defend, indemnify, and hold harmless District, 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 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 District).

## VII. **INDEPENDENT CONTRACTOR STATUS**

The Parties agree the relationship created by this Agreement is that of an independent contractor. In performing all of the Services, SRPD shall be, and at all times is, acting and performing as an independent contractor with DISTRICT, and not as a partner, coventurer, agent, or employee of DISTRICT, and nothing contained herein shall be construed to be inconsistent with this relationship or status and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of DISTRICT or to bind the DISTRICT in any manner. Except for any materials, procedures, or subject matter agreed upon between SRPD and DISTRICT, SRPD shall have complete control over the manner and method of performing the Services. SRPD will be responsible for payment of all SRPD employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.

## 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 DISTRICT on behalf of SRPD, and upon receipt of those checks, certify to DISTRICT 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 DISTRICT until such certification has been received by DISTRICT. SRPD shall supply DISTRICT with a list of names of those employees who are cleared to work with students and parents of the district.

## IX. **INSURANCE**

SRPD shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance under this Agreement by SRPD, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Insurance Service Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. SRPD shall maintain limits of insurance no less than:

1. General Liability: \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be thrice the required occurrence limit (\$3,000,000.00).

2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.

C. SRPD shall provide supplemental medical injury insurance for program students injured during after school program activities. The maximum medical pay per student injury is \$10,000. SRPD's insurance shall take effect after student's health insurance and District's supplemental insurance have been expended.

D. A policy of professional errors and omissions liability insurance ("PL Policy") with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Three Million Dollars (\$3,000,000.00) aggregate. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the Effective Date, including, without limitation, any and each renewal or replacement policy. SRPD shall keep the PL Policy in full force and effect at all times during the Agreement Term and until the date that is four (4) years after termination of this Agreement. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, SRPD shall purchase "extended reporting" coverage for a minimum of four (4) years after termination of this Agreement.

E. A policy of abuse-molestation insurance ("AM Policy") that: (1) is separate from the general liability, E&O liability, and other insurance policies that the SRPD may have in effect; (2) is written on an "occurrence" basis; (3) has coverage limits of not less than \$3,000,000 per occurrence and \$6,000,000 aggregate; (4) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (5) covers acts and omissions by, among others, personnel directly providing the ELOP Services to District students or otherwise having contact with District students (whether directly employed by the SRPD or otherwise); (6) provides coverage for the District prior to any determination that an accused abuser is guilty; and (7) provides for payment of defense costs outside of the AM Policy's coverage limits. The SRPD shall comply with any and all risk management controls reasonably required by the insurer that issues the AM Policy.

F. For all insurance coverage procured by SRPD, the following terms apply:

1. Any deductibles or self-insured retentions must be declared to and approved by District. At its option, District may require SRPD, at SRPD's sole cost, to: (a) cause its insurer to reduce to levels specified by District or eliminate such deductibles or self-insured retentions as pertain to the District or any of its officers or employees, or (b) procure a bond or

other financial instrument guaranteeing payment of the deductible or retention, and all losses and related investigations, claim administration, and defense expenses.

G. The general liability and automobile liability policies, workers' compensation policy, and the AM Policy shall provide, or be endorsed to provide, as follows:

1. The District and each of the District Representatives shall be named as Additional insureds with respect to all liability arising out of activities by or on behalf of SRPD in connection with this Agreement and/or the ELOP Services. The coverage shall contain no special limitations on the scope of protection afforded to District or any of the District Representatives.

2. For any claims related to the services, SRPD's insurance coverage shall be primary insurance with respect to District and its officers and employees. Any insurance or self-insurance maintained by District or any of its officers or employees shall be excess of SRPD's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including, without limitation, a breach of any of the SRPD's warranties, shall not affect coverage provided to District or any of its officers or employees.

4. SRPD's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to provide that coverage shall not be terminated, suspended, voided or canceled, or coverage limits reduced, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

H. Insurance is to be placed with insurers admitted by the State of California and with an A minus (A-), VII, or better rating from A.M. Best.

I. SRPD shall furnish District with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by or approved by the District. All endorsements are to be received and approved by District before the ELOP Services commence. Upon request by the District, the SRPD shall cause its insurer(s) to provide complete, certified copies of the insurance policies requested by the District, including the endorsements required by this Agreement. All Certificates of Insurance shall reference the District's contract number for this Agreement on the face of the certificate. The foregoing obligation to provide certified copies of insurance policies shall survive the expiration of the Agreement Term or any earlier termination of this Agreement.

J. PROPERTY INSURANCE



DISTRICT shall maintain, for the duration of this Agreement, 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 Agreement. 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 DISTRICT 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. SRPD represents and agrees that it does not and shall not discriminate on the basis of race, religion, color, sex, age, sexual orientation, disability or national origin.

**XI. MAINTENANCE OF RECORDS/CONFIDENTIALITY.**

A. In connection with this Agreement and the ELOP Services, the SRPD shall prepare and maintain all records ("SRPD Records") as: (i) consistent with generally accepted accounting principles and good business practices; and (ii) required by State of California and federal laws and regulations. The SRPD shall maintain all SRPD Records for a period of at least seven (7) years after final payment to the SRPD pursuant to this Agreement. For purposes of this Agreement, "SRPD Records" shall include, but are not limited to: student records as defined by California Education Code section 49061 (b); registers and roll books of teachers and/or daily service SRPD's daily service logs and notes and other documents used to record the provision of the ELOP Services; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; liability and worker's compensation insurance policies; after school agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (e.g., IRS Form 941, California Form DE3D, DE 938, DE 9, et cetera); bank statements and canceled checks; and complaints, demands, claims, court filings, witness statements, and similar documents.

B. SRPD shall make the SRPD Records available for inspection and copying, by the DISTRICT, the California State Auditor and other governmental entities with competent jurisdiction, at all reasonable times within the record retention period specified in Subsection 19.A. herein. Notwithstanding the foregoing, if the DISTRICT or other governmental entity commences during such record retention period, but does not complete within such record retention period, an audit or other review for which the SRPD Records are required, the SRPD shall make the SRPD Records available in accordance with this Subsection until such time as the audit or other review has been completed and closed.

C. With respect to and as applicable to the SRPD and all authorized Lower Tier Providers (as defined in Section XV below), all of the following shall be deemed and construed to be confidential: (i) this Agreement; all communications and information obtained by SRPD from DISTRICT relating to this Agreement; and all information developed by SRPD in connection with this Agreement and/or the ELOP Services (including, without limitation, all student records and

the identity of DISTRICT students being served by SRPD). Except as provided in Subsections XI.D and XI.G., neither the SRPD nor any Lower Tier Provider, without prior written consent of an authorized DISTRICT representative, shall divulge to, or discuss with, any third party either the work or services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure that the SRPD believes may be required by law, the SRPD shall give notice to the DISTRICT and a reasonable period of days, but in no event fewer than ten (10) business days, for the DISTRICT to seek a protective order or otherwise prevent disclosure. Except for disclosures required by law, the SRPD shall not use or disseminate any communications or information obtained from DISTRICT, or developed by the SRPD or any Lower Tier Provider in connection with this Agreement and/or the ELOP Services, for any purpose other than the performance of this Agreement, without DISTRICT's prior written consent.

D. At the conclusion of the performance of this Agreement, SRPD shall return to DISTRICT all written materials constituting or incorporating any communications or information obtained from DISTRICT or developed by the SRPD or any Lower Tier Provider in connection with this Agreement. Upon DISTRICT's specific approval, SRPD may retain copies of such materials, provided that such materials shall remain at all times subject to the requirements of Subsection XI.C herein.

E. SRPD may disclose to any authorized Lower Tier Provider or other DISTRICT approved third party, any information otherwise subject to Subsection XI.CC that reasonably is required for the performance of the Lower Tier Provider's responsibilities in connection with this Agreement and/or the ELOP Services. The SRPD shall require in each of its written subcontracts that the Lower Tier Provider comply in all respects with the requirements of this Section XI, and shall provide a copy of each such subcontract to DISTRICT prior to the Lower Tier Provider commencing performance pursuant to the subcontract.

F. SRPD represents and warrants that it shall not publish, cause to be disseminated, or otherwise disclose through any press release, public statement, or marketing or selling effort, any information that is confidential in accordance with this Section without the express written approval of DISTRICT given in advance of disclosure, which approval the DISTRICT in its sole discretion may grant, deny, or condition.

G. SRPD's obligations pursuant to this Section XI relating to information deemed confidential shall survive cancellation, termination, or expiration of the Agreement Term.

H. SRPD shall maintain confidential information, including, among others, DISTRICT student records, in a secure location and, as applicable, on secure servers or other equipment, as reasonably sufficient to ensure confidentiality and prevent unauthorized access. SRPD shall maintain a current list of the names and positions of each and all employees of the SRPD and any and all authorized Lower Tier Providers who have access to confidential records. SRPD shall maintain an access log for each DISTRICT students record which lists: (i) each and all persons, agencies, and other organizations that request or receive information from the record; and (ii) the legitimate interests for such request or receipt of information from the record. Such log shall be maintained as required by California Education Code section 49064 and, notwithstanding anything

to the contrary, shall include the name, title and agency/organization affiliation, and date/time of access for each individual requesting and/or receiving information from any DISTRICT student's record.

I. The SRPD shall not record in the foregoing log any information regarding access to the DISTRICT student's records by: (i) the DISTRICT student's parent; (ii) an individual to whom written consent has been executed by the DISTRICT student's parent; or (iii) employees of DISTRICT or SRPD having a legitimate educational interest in requesting or receiving information from the record. For purposes of this paragraph, "employees of the DISTRICT or SRPD" does not include employees of Lower Tier Providers. SRPD shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by State of California and federal laws and regulations.

J. Without limiting anything else in this Agreement, and in connection with the ELOP Services, the SRPD: (i) shall be responsible for ensuring compliance in all respects, by its personnel and the personnel of all Lower Tier Providers, with the privacy-related requirements described in Attachment "C" to this Agreement ("Privacy Requirements"); and (ii) acknowledges that portions of the provisions set forth in the foregoing subsections of this Section XI are intended to implement such Privacy Requirements.

**XII. SCHOOL SERVED**

Oak Hill Elementary School.

**XIII. COMPENSATION**

A. Payments. DISTRICT agrees to pay SRPD for services rendered pursuant to this Agreement:

1. DISTRICT agrees to reimburse SRPD for the services provided to ELOP a projected sum of \$182,880 as stated in the attached ELOP Services Budget, attached hereto and hereby incorporated by reference as Exhibit "B" ELOP Services Budget.

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

Center Joint Unified School District  
ELOP – ATTENTION: Lisa Coronado, Director of Fiscal Services  
8408 Watt Avenue  
Antelope, CA 95843

**B. NONAPPROPRIATION OF FUNDS**

1. If at any time during the Agreement Term the DISTRICT's then-current annual budget does not appropriate sufficient funds to pay for the ELOP Services to be provided pursuant to this Agreement, this Agreement shall terminate and be of no further force or effect. In such event, the DISTRICT shall have no liability to pay any funds to the SRPD or furnish any other consideration under this Agreement, and the SRPD shall not be obligated to perform any provisions of this Agreement.

2. If, in any fiscal year during the Agreement Term, the DISTRICT Board reduces or terminates funding for purposes of this Agreement, the DISTRICT shall have the option to either cancel this Agreement, without liability to or recourse by the SRPD, or offer to enter into an amendment to this Agreement that reflects the reduced funding amount.

**C. GRANT FUNDING**

SRPD hereby acknowledges that DISTRICT's payments to SRPD are specifically conditioned upon the DISTRICT's receipt of grant funding from the State of California specifically for the ELOP Program. If DISTRICT's receipt of such grant funding is for any reason delayed or suspended, the DISTRICT reserves the right to suspend payments to SRPD until such time as grant funding resumes and the DISTRICT shall have no obligation to pay the SRPD for services provided pursuant to this Agreement except to the extent of such grant funding received by the DISTRICT. In such event, however, the SRPD may suspend performance of the ELOP services until such time as the grant funding resumes. If such grant funding terminates, the DISTRICT shall have no obligation to continue payments to the SRPD, other than for services satisfactorily completed prior to termination of the grant funding, and this Agreement shall be deemed and construed to automatically terminate immediately upon termination of the grant funding. In the event this Agreement so terminates, the SRPD shall terminate its performance pursuant to this Agreement, provided that the provisions of this Agreement that expressly or implicitly survive termination shall remain in effect.

**XIV. WRITTEN NOTICE**

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

<b>To:</b> Chris Borasi, Principal on Special Assignment Center Joint Unified School District 8408 Watt Avenue Antelope, CA 95843	<b>To:</b> Todd Gordon, Recreation Community Services Superintendent Sunrise Recreation and Park District 7801 Auburn Blvd. Citrus Heights, CA 95610
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**XV. ASSIGNMENT AND SUBCONTRACTORS**

A. Assignment. SRPD shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the DISTRICT, which may be withheld by the DISTRICT in its sole and absolute discretion for any reason. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the DISTRICT, in its sole discretion, to terminate the Agreement.

B. SUBCONTRACTING

1. The SRPD may contract with a third party (each a “Lower Tier Provider”) for performance by the Lower Tier Provider of a portion of the ELOP Services, or any special education or other ancillary or related services required for the SRPD to perform the ELOP Services, only upon, in each case, written consent of the DISTRICT given in advance of the SRPD entering into the subcontract. The DISTRICT, in its reasonable discretion, may grant, deny, delay, or condition any such consent. If the SRPD is authorized to subcontract in accordance with this Section XV, the SRPD shall incorporate all provisions of this Agreement into each such subcontract, provided that a Lower Tier Provider shall only be required to perform such portion of the ELOP Services as described in the subcontract. Without limiting the foregoing, the SRPD shall in each case cause the Lower Tier Provider to procure and maintain insurance during the term of the corresponding subcontract, or for such longer period as required by this Agreement. A Lower Tier Provider’s insurance shall provide coverage at least as broad as the coverage described in Section IX herein, and shall have coverage limits not less than the limits set forth in Section IX herein.

2. Each Lower Tier Provider’s insurance coverage shall comply with all of the following:

a. Any and all deductibles and self-insured retentions must be declared to and approved by the DISTRICT. At its option, DISTRICT may require that a Lower Tier Provider, at no cost to the DISTRICT: (i) cause its insurer to reduce, to levels specified by the DISTRICT, or eliminate such deductibles or self-insured retentions as pertain to DISTRICT, and its officers and employees; or (ii) procure and provide to the DISTRICT a bond or other financial instrument guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claim administration, and defense expenses.

b. The general liability and automobile liability policies are to provide, or be endorsed to provide, as follows:

1. The DISTRICT, the Governing Board of the Center Joint Unified School DISTRICT (“DISTRICT Board”) and each individual member thereof, and the DISTRICT’s other officers, employees, contractors, subcontractors, volunteers, agents, and other representatives (each, not including the DISTRICT, a “DISTRICT Representative”) are to be named as additional insureds with respect to all liability arising out of activities by or on behalf of the Lower Tier Provider in connection with the ELOP Services. The coverage shall contain no special limitations on the scope of protection afforded to any of the DISTRICT Representatives.

2. For any and all claims related to the services performed under this Agreement, a Lower Tier Provider's insurance coverage shall be primary insurance as it pertains

to DISTRICT, and its officers and employees, shall be excess of Lower Tier Provider's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT or any of its officers or employees.

4. A Lower Tier Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to DISTRICT.

c. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DISTRICT.

d. Each Lower Tier Provider shall furnish DISTRICT with original endorsements effecting coverage required by this clause and a declarations page for each policy. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by DISTRICT. All endorsements are to be received and approved by DISTRICT before work commences. As an alternative to DISTRICT's forms, a Lower Tier Provider's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement. All Certificates of Insurance shall reference DISTRICT's contract number. Notwithstanding the last sentence of Subsection XV.B.1 herein, if the SRPD enters into subcontracts for the provision of transportation services, SRPD shall ensure in each case that the subcontract requires the Lower Tier Provider to procure and maintain general liability and vehicle insurance with per-occurrence limits of at least \$2,000,000.

## XVI. GENERAL TERMS AND CONDITIONS

A. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes other ELOP agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

B. BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

C. WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

D. SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

E. PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

F. AUTHORITY. SRPD represents and warrants that SRPD has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

G. COUNTERPART EXECUTION: ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

#### H. PROHIBITED ACTS AND INTERESTS

1. SRPD represents that SRPD has no existing financial interest and shall not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by SRPD. SRPD shall not conduct or solicit any non-DISTRICT business while on DISTRICT property or time.

2. SRPD shall also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to DISTRICT prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.

3. SRPD warrants that it has not directly or indirectly offered or given, and shall not directly or indirectly offer to give, any employee, agent, or other representative of DISTRICT any cash or non-cash gratuity or payment with a view toward securing any business from DISTRICT or influencing such person with respect to the conditions or performance of any contracts with or orders from the DISTRICT, including without limitation, this Agreement. Any breach of this warranty shall be a material breach of each and every contract between DISTRICT and SRPD.

4. As a material obligation of this Agreement, the SRPD shall comply with any and each DISTRICT code of conduct applicable to the SRPD, and shall cause compliance with such code of conduct by all Lower Tier SRPDs.

5. Should a conflict of interest issue arise, SRPD agrees to fully cooperate in any inquiry and to provide DISTRICT with all documents or other information reasonably necessary to enable DISTRICT to determine whether or not a conflict of interest existed or exists.

6. Neither SRPD nor its employees, nor its Lower Tier SRPDs of their employees, shall give or offer to give any campaign contribution to any member of DISTRICT in violation of Government Code section 84308.

7. No DISTRICT official or employee, spouse or economic dependent of such official or employee, shall have any direct financial interest in any transaction resulting from this Agreement.

8. Failure to comply with the provisions of this Section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies DISTRICT may have.

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

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Dave Mitchell, District Administrator  
Sunrise Recreation and Park District

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Chris Borasi, Principal on Special Assignment  
Center Joint Unified School

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Date

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Date



**Exhibit "A"**  
**ELOP Guidelines**

**(Attached)**

**Exhibit “B”**

**ELOP Services Budget**

**2023  
AFTER THE BELL ENRICHMENT PROGRAM – (ELOP)  
OAK HILL ELEMENTARY  
BUDGET SUMMARY (JANUARY – JUNE)**

<b>BUDGET CATEGORIES</b>	<b>TOTAL OPERATING EXPENSES</b>	<b>TOTAL REVENUE</b>
<b><u>PROGRAM FUNDING</u></b> TK/K Expanded Learning Opportunities Program		\$182,880
<b><u>OPERATING EXPENSES</u></b> Salaries & Wages (Administrative & Personnel)	\$126,530	
Personnel Onboarding	\$650	
Office Supplies	\$1,500	
Building Supplies & Services	\$8,000	
Contracted Services	\$7,200	
Curriculum Supplies	\$14,000	
<b><u>START-UP EXPENSES</u></b> Classroom Upgrades Technology Building Maintenance	\$25,000	
<b><u>TOTAL OPERATING EXPENSES:</u></b>	<b><u>\$182,880</u></b>	<b><u>\$182,880</u></b>

## ATTACHMENT “C”

### PRIVACY REQUIREMENTS

1. Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act set forth in 20 U.S.C. Section 1232g (“FERPA”) and 34 CFR Part 99, the federal regulations that implement FERPA, set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (e.g., names, addresses, telephone numbers, dates of birth, test scores, et cetera). To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of FERPA and its implementing regulations.

2. Health Insurance Portability and Accountability Act. The Health Insurance Portability and Accountability Act, Public Law 104-191 (“HIPAA”) and the federal regulations that implement HIPAA, set forth requirements for, among other things, use and disclosure of individuals’ health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-5 (“HITECH”) and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establishes penalties for violations. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of HIPAA and/or HITECH, and their respective implementing regulations.

3. Student Online Information Protection Act. Division 8, Chapter 22.2 (commencing with Section 22584) of the California Business and Professions Code, which is the Student Online Personal Information Protection Act (“SOPIPA”), sets forth privacy laws for operators of websites, online services, and applications that are marketed and used for K-12 school purposes, even if those operators do not contract with educational agencies. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of SOPIPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of SOPIPA.

4. Children’s Online Privacy Act. California Education Code Section 49073.1 sets forth requirements for contracts for third-party storage, management, and retrieval of pupil records and contracts for digital educational software that authorizes any third-party to access, store and use pupil records, including, among others, requirements for limitations and procedures relating to access and use of information maintained by educational agencies and information acquired directly from pupils. To the extent, in connection with the ELOP Services, the SRPD accesses,

obtains, stores, uses, or discloses any information within the scope of Section 49073.1 (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of Section 49073.1. For such purposes, the provisions specified in Section 49073.1 are deemed and construed to be incorporated into this Agreement by this reference.

5. Children's Online Privacy Protection Rule. The Children's Online Privacy Protection Act of 1998 set forth in Title 15 USC Section 6501 *et seq.* ("COPPA") prohibits unfair or deceptive acts or practices in connection with the collection, use, and/or disclosure of personal information from and about children on the internet. To the extent, in connection with the ELOP Services, the SRPD accesses, obtains, stores, uses, or discloses any information within the scope of COPPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the SRPD shall comply with any and all applicable requirements of COPPA.

6. Reporting of Incidents. In the event, in connection with the ELOP Services, the SRPD becomes aware of any violation of any of the foregoing provisions described in this Attachment B, then, within twenty-four (24) hours of becoming aware of the violation (in each case, an "Incident"), the SRPD shall submit a written report of the Incident to the DISTRICT, which shall include, without limitation, a reasonably detailed description of the related facts known by the SRPD and copies of any and all documentation relating to the Incident that is within the possession or control of the SRPD.