



Date: January 6, 20223

To: Board of Directors

From: Kirsten Carr, Director of Engagement and Partnerships

Subject: Extended Learning Opportunities Program and the Watsonville Family YMCA

Background on Extended Learning Opportunities Program

The Expanded Learning Opportunities Program (ELOP) provides funding for after school and summer school enrichment programs for transitional kindergarten through sixth grade. “Expanded learning” encompasses before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the legislature that expanded learning programs be pupil-centered, results driven, include community partners, and complement (but not replicate) learning activities in the regular school day and school year.

ELOP funding provided for 2020-21 was intended for planning purposes and could be carried forward to 2021-22. Funding for 2022-23 could be used for program planning or program implementation. Program implementation is mandated for the 2023-24 school year. ELOP funding allocations are listed below in Table 1 by school.

Table 1: ELOP Funding by School

School	Carryover from 2021-22	2022-23	Total Funding for 2022-23
GPS	148,545	438,885	587,430
HC	51,564	194,658	246,222
HPS	150,651	465,835	616,486
WPS	225,005	685,589	910,594

ELOP requires students to have an opportunity for nine hours of programming. On school days, these nine hours are inclusive of the school day. In addition, the program must provide at least 30 days of inter-session programming with each day also being a minimum of nine hours. Intersession days can take place during the summer or other breaks, including spring break or winter break. The program must be free for eligible students based on economic status (free or reduced price lunch), foster youth designation, or housing insecurity as defined by the McKinney-Vento Homeless Assistance Act. [Here](#) is the link to the CDE’s ELOP webpage for more information.

In October 2022, the Board approved a Memorandum of Understanding (MOU) with the Boys and Girls Club to provide ELOP programming at Gilroy Prep and Hollister Prep. Those programs launched in December 2022. The Boys and Girls Club does not operate in Watsonville. Currently, Hayward Collegiate is providing after school programming through ELOP with Hayward Collegiate staff. Contracting out for Hayward Collegiate’s ELOP program will be considered for 2023-24. Staff will provide an update on all ELOP programming at an upcoming board meeting.

Proposal from Watsonville Family YMCA

The YMCA has been providing basic after school care for students at WPS since it first opened in 2019 with approximately 25 students participating each year. With the opportunity to expand programming through ELOP, Parisa Foadian, ELOP Coordinator, reached out to the YMCA of the Central Coast to discuss the possibility of strengthening the services provided to WPS families. After a series of conversations, meetings, and the opportunity for Parisa and Kirsten to visit a current YMCA ELOP program at a local elementary school, the attached proposal and memorandum of understanding was developed for the YMCA to provide after school programming at Watsonville Prep School, starting January 30.

In addition to the after school program, the YMCA also proposes to meet the intersession ELOP program requirement by providing February break camp (February 20 to February 25), April break camp (April 3 to April 7), and summer camp (June 9 to June 30)

The current proposal is to serve 100 students at Watsonville Prep School. If the demand exceeds 100 students, the YMCA will be able to expand the services to meet the demand at the per student cost provided in the MOU. The proposed costs of the program are described in Table 2.

Table 2: Program Costs, Watsonville Family YMCA

School	After School	Summer Program and Intersession	Professional Development Day	Total
WPS	116,200	92,500	3,700	212,400

Analysis

The YMCA has significant expertise in providing after school and summer programming, and it is deeply familiar with ELOP program requirements. Additionally, the local YMCA is familiar with WPS students, staff, and families, helping to ensure a smooth transition to expanded programming.

Recommendation

It is recommended that the Board authorize the CEO to execute the attached Memorandum of Understanding between Navigator Schools and the Watsonville Family YMCA.

Attachments

-Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING (MOU) 2022-2023
EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) GRANT**

By this agreement made and entered into on January 11, 2023 (“Effective Date”) between NAVIGATOR SCHOOLS (hereinafter referred to as **NAVIGATOR**), and WATSONVILLE FAMILY YMCA (hereinafter referred to as **PROVIDER**), in consideration of their mutual covenants, the parties hereto agree as follows:

A. TERM OF AGREEMENT: The term of this Agreement shall commence on January 11, 2023 (the “Commencement Date”) and shall expire on the date in which the final grant award amount is provided from California Department of Education to NAVIGATOR, unless extended or sooner terminated in accordance with the terms of this Agreement. Regardless of the date of execution of this Agreement, this Agreement is effective as of the Commencement Date.

B. DUTIES OF PROVIDER: PROVIDER agrees to provide the following services, materials, and/or products:

Locations

- PROVIDER will operate programs at the following location:

Watsonville Prep School
407 Main Street
Watsonville, CA 95076

Hours of Operation

- PROVIDER will ensure that the Program will operate every regular school day during the regular school year for ___ days. The program hours are after school beginning immediately upon the conclusion of the regular school day until 6:00 p.m.
- **EXCEPTION:** PROVIDER is allowed to close up to three days for training purposes as allowed by California Department of Education (CDE) guidelines. Proper notification of at least three weeks in advance will be given to NAVIGATOR staff, students, and families.

Early Release Policy

- PROVIDER will use an agreed upon Early Release policy and apply it on a student-by-student basis. Although students may be released early based on the established policy, the program must remain open until 6:00 p.m.

Program Elements

- PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. The State requires a minimum staff to student ratio of 1:20 for students in grades 1-8, 1:15 for students in kindergarten; and 1:10 for students in transitional kindergarten. Enrollment for the program will be up to 100 students.
- The program will integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:

- o An educational literacy element, which includes tutoring and/or homework assistance designed to help students meet State standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science, or computer training.
- o An educational enrichment element, which offers an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples of such activities include, but are not limited to, fine arts education activities, recreational activities, science related activities, physical fitness activities, sports leagues, career-technical education, prevention activities, and special events. Other learning support opportunities may include service-learning and mentoring.
- o When determining goals for the educational literacy and educational enrichment elements, PROVIDER will use research-based curricula and strategies that is aligned to California's Common Core State Standards (CCSS) as well as work collaboratively with the school principal to align the goals and needs of the specific school. NAVIGATOR has selected to report data on the California Assessment of Student Performance and Progress (CAASPP) assessments for the Statewide Evaluation.
 - The program will offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements. PROVIDER will distribute snacks from NAVIGATOR's Child Nutrition Services and follow specific procedures regarding record keeping, disposing of unused snacks, and completing any necessary documentation.

Enrollment Process/Priority

- PROVIDER will work collaboratively with the school principals in using NAVIGATOR's established criteria and process for the enrollment of students. Students will be enrolled in the following order:
 - o First priority for enrollment is given to students who are identified in the NAVIGATOR's student information system and/or on the PROVIDER's application as homeless youth or in foster care at the time they apply for enrollment into the Program.
 - o Second priority will be given to students who are identified in the NAVIGATOR's student information system as qualifying for free or reduced price lunch and as an English learner
 - o Third priority will be given to students who are identified in the NAVIGATOR's student information system as qualifying for free or reduced price lunch, but not English learners
 - o Fourth priority will be for English learners who do not qualify for free or reduced price lunch
- The school principals may decide to open enrollment to other students depending on individual cases with mitigating factors.

Staffing/Hiring

- Minimum staff to student ratio is 1:20 for students in grades 1-8; a minimum staff to student ratio is 1:15 for kindergarten students; and a minimum staff to student ratio is 1:10 for transitional kindergarten students.
- PROVIDER will do its own hiring and training of such staff and work collaboratively with the site principals to align the goals and needs of the specific school.

Attendance/Behavior Management

- PROVIDER will take daily attendance and check the school's Daily Attendance Report (provided by Office Manager). PROVIDER will call parents/families of any student who was present during the regular school day but absent from the Program. This will be a safety precaution to account for any student who may be opting to go elsewhere after school.

- PROVIDER will check the school site’s Daily Attendance Report to see if a student was absent from the regular school day but chose to attend the Program. Students will not be allowed to attend after school if they miss the regular school day. The same guideline applies to students who have been suspended; they are not allowed to be on campus during or after school hours.
- PROVIDER will maintain an average daily attendance of 85% of the maximum total (e.g., 85 of 100 students).
- PROVIDER will be responsible for training its staff on behavior management and will work collaboratively with the school’s staff and principal to align the behavior expectations. PROVIDER will be responsible for implementing behavior management steps and will communicate with the school’s staff and principal any necessary concerns regarding specific students or families.
- PROVIDER will implement a specific process regarding consequences such as being dropped from the Program for students who are consistently absent or not following guidelines. Any such actions will be communicated to the school.

Data Collection & Reporting

- PROVIDER will work collaboratively with NAVIGATOR to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs. Due dates to NAVIGATOR are as follows:
semi-annual attendance reports;
 - 10 business days before April 30, 2023, and 10 business days before July 31, 2023 for the**quarterly expenditure reports;**
 - 40 business days (approximately 8 weeks) before October 15, 2023, for the **annual evaluation reports.**
 - PROVIDER will use the State’s standardized procedures and collection tools developed by the CDE for evaluation purposes.
 - PROVIDER will keep accurate attendance records and implement a record keeping procedure for the purpose of data reporting to the State, as well as backup documentation for the school site (e.g., principal and parents) and NAVIGATOR (e.g., audits). PROVIDER will submit an Excel file with daily attendance lists as well as a summary of attendance numbers according to the specified time line above.
 - PROVIDER will keep financial and attendance records for five years and will provide access upon request. PROVIDER will submit the CDE Quarterly Report and the detailed Quarterly Expenditure Report to NAVIGATOR according to the specified time line above.
 - PROVIDER will complete and return daily the snack production records to Child Nutrition Services.

Program Effectiveness

- PROVIDER will use the evaluation results to monitor and revise the program to meet the goals of the NAVIGATOR and school.

Facilities

- PROVIDER shall be responsible for lost, damaged or stolen property as a result of PROVIDER’s use of NAVIGATOR property.
- PROVIDER shall ensure that any space being used is left in a tidy manner and ready to be cleaned by NAVIGATOR’s Maintenance staff (e.g., picking up trash from the floors, putting away books, materials, supplies, stacking chairs on tables, etc.)

C. NAVIGATOR CHARTER SCHOOLS OBLIGATIONS: For the period of this agreement, NAVIGATOR shall provide the following:

Enrollment Process/Priority

- First priority for enrollment is given to students who are identified in NAVIGATOR’s student information system and/or on the PROVIDER’s application as homeless youth or in foster care at the time they apply for enrollment into the Program.
- NAVIGATOR will provide and/or cross-reference student information and assessment data to school and PROVIDER in order to facilitate the enrollment process and recruitment of students.
- NAVIGATOR will work collaboratively with PROVIDER to select students using the established criteria and to recruit students through various ways of communication (e.g., posting a sign, assisting to call families, including information in newsletter).

Attendance/Behavior Management

- The school Office Manager will provide Daily Attendance Reports in PROVIDER’s mailbox.
- The school staff and principals will work cooperatively with PROVIDER to ensure positive attendance and behavior management.

Data Collection & Reporting

- NAVIGATOR will work collaboratively with PROVIDER to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs.
- NAVIGATOR will use the State’s standardized procedures and collection tools developed by the CDE for evaluation purposes.

Program Effectiveness

- NAVIGATOR will share appropriate evaluation results with PROVIDER to facilitate the enhancement of the Program to align with NAVIGATOR and school goals.
- NAVIGATOR will include PROVIDER’s staff in appropriate staff development (e.g., behavioral interventions, social-emotional wellness methods, language arts, math, etc.).

Facilities

- The physical locations where the Program is implemented will be designated as the program sites.
- NAVIGATOR will provide space as needed, to meet the attendance requirements as defined by the grant, such as classrooms, use of student restrooms, drinking fountains, playground facilities, and gym/multi-purpose rooms.
- NAVIGATOR will provide all water, electricity, lighting, heating, and trash removal service.
- NAVIGATOR will provide janitorial services to the space provided in school buildings at a minimum of three times per week (e.g., vacuum carpet, sweep and mop floors, wipe surfaces, clean bathrooms, and remove trash).

D. COMPENSATION: For the full performance of this agreement, NAVIGATOR shall pay PROVIDER \$212,400.

83 school program days for 100 students at \$14/student: \$116,200

25 intersession days for 100 students at \$185/student: \$92,500

1 professional development day for 100 students at \$37/student: \$3,700

E. PAYMENT TERMS: Payment to be made as follows:

NAVIGATOR shall pay PROVIDER in seven equal monthly installments beginning with the execution of this agreement. PROVIDER shall submit an invoice on the first day of each month to generate payment. Payment shall be paid within three business weeks of date of invoice.

Billing Address:

NAVIGATOR Schools

Attn: Ami Ortiz, Director of Business and Finance

Address: 650 San Benito Street, Suite 230

Hollister, CA 95023

F. PERIOD OF MOU: PROVIDER's work as specified in this agreement shall commence on January 11, 2023 and shall be completed on or before June 30, 2023.

G. INSURANCE: Reference General Terms and Conditions, G.2.

The evidence of insurance is attached.

H. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: PROVIDER agrees to indemnify, defend, and save harmless NAVIGATOR, its directors, officers, agents, employees, and volunteers from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of PROVIDER's activities under this memorandum of understanding, but excluding liability due to the sole negligence or willful conduct of NAVIGATOR. This obligation shall continue beyond the term of this agreement as to any act or omission which occurred during or under this agreement. This indemnification obligation is not limited in anyway by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

2. INSURANCE: PROVIDER will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as set forth in Exhibit A herein to assure compliance with the Indemnification provision, herein above. NAVIGATOR shall be named as additional insured on an endorsement with respect to the liability coverage. PROVIDER agrees to provide Certificates of Insurance reflecting policies of insurance and NAVIGATOR'S additional insured status to NAVIGATOR prior to commencing any services.

3. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

4. CONFLICT OF INTEREST: Before executing this agreement, PROVIDER shall disclose to NAVIGATOR the identities of any board member, officer, or employee of NAVIGATOR, or relatives thereof, who PROVIDER knows or should know will have any financial interest resulting from this agreement.

5. LICENSE AND AUTHORITY: PROVIDER will maintain all necessary licenses during the term of this agreement. If other than a natural person, PROVIDER is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

6. EQUIPMENT: PROVIDER will provide all necessary equipment to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties.

7. USE OF ADDITIONAL WORKERS BY PROVIDER: PROVIDER may, at PROVIDER's own expense, employ additional workers or other PROVIDERS as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. NAVIGATOR shall not control, direct, or supervise PROVIDER's additional workers or PROVIDERS in the performance of those services. PROVIDER assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or PROVIDERS and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. PROVIDER shall not hire employees of NAVIGATOR for performance of this agreement.

8. ASSIGNMENT: Without the prior written consent of NAVIGATOR, this agreement is not assignable by PROVIDER.

9. SUCCESSORS AND ASSIGNS: This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10. FINGERPRINTING AND CRIMINAL RECORDS CHECK: PROVIDER shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. PROVIDER shall not permit any employees to have any contact with NAVIGATOR pupils until such time as PROVIDER has verified in writing to the governing board of NAVIGATOR that such employee has not been convicted of a felony as defined in Education code 45125.1. PROVIDER's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the NAVIGATOR and/or acting as independent PROVIDERS of PROVIDER. Verification of compliance with this section shall be provided in writing to NAVIGATOR prior to the commencement of participation in the agreed project and prior to contact with students.

11. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with PROVIDER or NAVIGATOR a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

12. GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

13. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this agreement are authorized without the prior written consent of NAVIGATOR.

14. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

15. TERMINATION: Either party may terminate this agreement upon sixty days advance written notice. NAVIGATOR will be relieved of the payment of any consideration to the PROVIDER should PROVIDER fail to perform under this agreement or terminate agreement prior to the compensation date. In the event of such termination, NAVIGATOR may proceed with the work in any manner deemed proper by NAVIGATOR. The cost to NAVIGATOR shall be deducted from any sum due PROVIDER under this agreement.

16. SEVERABILITY: In the event any portion of this agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this agreement which shall remain in full force and effect.

17. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

18. COPYRIGHT: Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of NAVIGATOR.

19. EXPENSES: PROVIDER will use the 85% of the grant's total for direct services to participants. PROVIDER will be responsible for administrative costs, all costs of equipment provided by PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against PROVIDER, and all other of PROVIDER's costs of doing business. All contents and materials purchased through the Grant by either party is the property of NAVIGATOR.

20. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, PROVIDER certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of NAVIGATOR. Additionally, as the Contractor/PROVIDER is not a NAVIGATOR employee, NAVIGATOR is not responsible for obtaining workers' compensation insurance coverage for the Contractor/PROVIDER.

I. COMMUNICATIONS: Communications between the parties to this Agreement may be sent to the following addresses:

NAVIGATOR

Navigator Schools
Attn: Kevin Sved, CEO
Address: 650 San Benito Street, Suite 230
Hollister, CA 95023

PROVIDER

Watsonville Family YMCA
Attn: Robin Schneckenburger, Executive Director
Address: 27 Sudden Street 95076
Watsonville, CA

J. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. PROVIDER's signatures below signify both an understanding and acceptance of the contract (MOU) provisions.

NAVIGATOR:
NAVIGATOR SCHOOLS
By:

PROVIDER:
Watsonville Family YMCA
By:

Name: Kevin Sved
Title: CEO
Date:

Name: Robin Schneckenburger
Title: Executive Director
Date: