

MEMORANDUM OF AGREEMENT
Between
U.S. ARMY GARRISON-FORT IRWIN (USAG-FI)
And
Directorate of Family and Morale, Welfare and Recreation (DFWMR)
Child Youth Services (CYS)
And
Silver Valley Unified School District

SUBJECT: PROVIDE A SCHOOL AGE CENTER (SAC) ANNEX SITE FOR
PARTICIPANT FAMILIES, STATIONED AT FORT IRWIN ARMY BASE
MOA W4E6AA-2023-XX-XXX

This is a Memorandum of Agreement (MOA) between the United States Army Garrison, Fort Irwin (Hereinafter referred to as “Army”) and the Silver Valley Unified School District. (Hereinafter referred to as “The District”). When referred to collectively, Army and The District are referred to as the “Parties”.

1. BACKGROUND:

The Silver Valley Unified School District delivers a public TK-12 grade education for the communities that encompass: Calico, Daggett, Fort Irwin, Marine Corps Logistics Base (MCLB), Newberry Springs, and Yermo. The United States Army’s Fort Irwin military installation is in Southern California, within San Bernardino County. Fort Irwin serves as the base of operations for the National Training Center, which conducts full scale field training for both military and non-military agencies around the world.

2. AUTHORITIES:

California *Education Code (EC)* Section 46120 amended by AB 181 (Chapter 52, Statutes of 2022) and AB 185 (Chapter 571, Statutes of 2022).

Department of Defense Instruction 4000.19, Support Agreements, 16 Dec 2020.

Army Regulation 608-10, Child Development Services, 11 May 2017.

3. PURPOSE:

The purpose of this MOA is to set forth expectations and requirements between Child Youth Services, (hereinafter referred to as “CYS”) and the district to provide Expanded Learning Opportunities Program (ELOP) at the current SAC and Middle School and Teen Center (MST) sites, as well as two additional SAC Annex sites at Lewis Elementary School and Tiefert View Intermediate School, for participant families stationed at Fort Irwin Army Base.

4. RESPONSIBILITIES OF THE PARTIES:

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4.1. CYS will:

4.1.1 Will provide in-person services at:

School Age Center (SAC)
Bldg. 1322 Pork Chop Hill, Fort Irwin, CA 92310

Middle School and Teen Center (MST)
Bldg. 1315 Meuse Argonne St., Fort Irwin, CA 92310

Congressman Jerry Lewis Elementary School
1800 Blackhawk Dr. Fort Irwin, CA, 92130

Tiefert View Intermediate School
8700 Anzio St., Fort Irwin, Ca, 92130
Rooms: B3, B4, B7 & B8

4.1.2 Services will be provided after school and on non-instructional days:

After School Program
Hours of Operation: 2:00pm – 6pm

Non-Instructional Days/Summer Program
Hours of Operation: 6am – 6pm

30 Off-Calendar days for the district.
December (5 Days)
March (5 Days)
May (3 Days)
June (Excluding June 19 for Juneteenth Holiday, 17 Days)

4.1.3 In accordance with CYS standards for programming and curriculum, will provide in-person expanded learning services a minimum of 3 hours per school day, in order to ensure the requirement of Core Day + Expanded Learning = 8 Hours is met. For non-instructional days, will provide a minimum of 8 hours per day for at least 30 days, in-person.

4.1.4 Will ensure a minimum ratio of 10:1 for Transitional Kindergarten / Kindergarten and 15:1 for all other ages (children: staff) is provided at all times.

4.1.5 Will provide an educational and literacy element in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

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4.1.6 Will provide an educational enrichment element that may include fine arts, career technical education, recreation, physical fitness, and prevention activities.

4.1.7 Will provide a USDA compliant snack and/or meal, as is required for all youth service programs, using IMCOM G9 standardized menus.

4.1.8 Will ensure all lead staff meet the minimum qualifications for an instructional aide (see attachment), pursuant to policies of the district.

4.1.9 Will provide safe physical and emotional environments, opportunities for relationship building, and promote active youth engagement.

4.1.10 Will include all on-site programs with the required CYS installation inspections, which include Fire Inspection, Safety Inspection, Health and Sanitation Inspection, Multi-Disciplinary Team Inspection (MDTI), and Army Higher Headquarters Inspection (AHHI).

4.2. The district will:

4.2.1 Provide all tuition / childcare fees for after school care for those participants that qualify for free/reduced lunch services. The tuition / childcare fees will vary for each family, as they are determined based on the total family income (TFI).

4.2.2 The district will not be billed for patrons that do not meet the qualifications in 4.2.1, those patrons will be billed in accordance with CYS annual fee policy.

4.2.3 The district will be billed on the first day of the month for the total tuition / childcare fees for all qualifying participating families of that month. Payment will be made in advance within ten business days of invoice.

4.2.4 The district agrees to provide facilities and resources at the following:

Congressman Jerry Lewis Elementary School
1800 Blackhawk Dr. Fort Irwin, CA, 932130

Tiefort View Intermediate School
8700 Anzio St., Fort Irwin, Ca, 92130
Rooms: B3, B4, B7 & B8

4.2.5 In conjunction with the Army, may provide up to two days of staff development during regular ELOP hours.

5. INDEMNIFICATION:

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5.1.1 Any claims against CYS and Fort Irwin for negligent acts or omissions by Federal employees or their agents under this MOA may be the subject of an action under the Federal Tort Claims Act.

5.1.2 The district agrees to indemnify and hold harmless the Army and its authorized officers, employees, agents, and volunteers from all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the district, its officers, employees, agents, or volunteers in connection with this MOA, except where indemnification is prohibited by law.

6. GENERAL PROVISIONS:

Points of Contact: The following points of contact (POC) will be used by the parties to communicate in the implementation of this MOA.

6.1.1 For the DFMWR:

- A) Directorate of Family and Morale, Welfare and Recreation (DFMWR)
Director: Ms. Brandi Crist, brandi.d.crist.naf@army.mil, 760-380-3343
- B) Child & Youth Services (CYS) Chief: Ms. Tiffany L. Caldwell,
tiffany.l.caldwell.naf@army.mil, 760-380-4869

6.1.2 For the district:

- A) Superintendent: Mr. Jesse M. Najera, jnajera@svusdk12.net, 760-254-2916
- B) Assistant Superintendent of Educational Services: Mr. Jeffrey Youskievicz, jyouskievicz@svusdk12.net 760-254-2916

7. CORRESPONDENCE:

All correspondence to be sent and notices to be given pursuant to this MOA will be addressed.

7.1.1 For the Army:

- A) DFMWR address: Bldg. 1317 Normandy Dr., PO Box 105090, Fort Irwin,
CA 92310

7.1.2 For the District:

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A) Silver Valley Unified School address: 35320 Daggett-Yermo Rd. P.O.
Box 847, Yermo, CA, Office Number 760-254-2091.

8. MODIFICATION OF MOA:

This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

9. DISPUTES:

Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

10. ENTIRE UNDERSTANDING:

It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

11. TERMINATION OF UNDERSTANDING:

This understanding may be terminated by either party with 30 days written notice to the other party.

12. TRANSFERABILITY:

This MOA is not transferable except with the written consent of the Parties.

13. EFFECTIVE DATE:

This memorandum of agreement is effective upon the date of the last signature of the undersigned and will remain in effect until amended, revised, superseded, or terminated by mutual consent, or until 30 June 2025 or by the understanding addressed in paragraph 11.

14. FINANCIAL DETAILS:

14.1.1 FUNDING AND REIMBURSEMENT: Fort Irwin National Training Center, Fort Irwin, CA will bill receiver for services provided by this MOA and the receiver will submit payment by check to Family and MWR, Fort Irwin National Training Center, Fort Irwin, CA, in accordance with government guidelines.

14.1.2 CYS is not responsible for any student or employee transportation, or the costs for same.

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14.2.1 All CYS materials introduced at SVUSD locations will be returned to CYS
at the termination of the agreement.

AGREED:

For the Army:

For the District:

LANE A. BOMAR
COL, AR
Commanding

Jesse M. Najera
Superintendent
Silver Valley Unified School District

(Date)

(Date)