MEMORANDUM OF UNDERSTANDING BETWEEN

John Swett Unified School District
And
San Leandro Unified School District

Reimbursement for Christie Daniels 2012-13 Contract

This Memorandum of Understanding is entered into by and between the John Swett Unified School District (hereinafter referred to as JSUSD) and San Leandro Unified School District (hereinafter referred to as SLUSD).

A. Period of Agreement

The term of this agreement shall be the period of July 1, 2012 through June 30, 2013.

B. Project Supervision

Phil Gonsalves and Drew Kravin will facilitate the implementation of the provisions in this Memorandum of Understanding, in collaboration with SLUSD district administrators.

C. Scope of Services

Christie Daniels, who served as Project Director for the California Mathematics and Science Partnership (CaMSP) grant North East Bay Mathematics Collaborative, with JSUSD as the local education agency, will now serve in 2012-13 as Center Director for the CaMSP California Mathematics Demonstration Center (CMDC) grant, also with JSUSD as the local education agency, as required by CaMSP. As a requirement of the CaMSP CMDC grant, Christie Daniels' full salary and benefits will be provided by JSUSD. JSUSD will reimburse SLUSD for the full costs of Christie Daniels' salary and benefits for the 2012-13 school year.

Attendance records will be monitored by CMDC and reported to SLUSD by June 30, 2013.

D. Compensation

Under the terms of this agreement, JSUSD shall pay to SLUSD an amount equal to the full cost of salary and benefits for Christie Daniels. Once SLUSD determines this amount, they will forward that amount in the form of an invoice to JSUSD, along with a signed copy of this MOU. JSUSD will pay the invoiced amount upon receipt of the signed MOU and invoice.

E. Hold Harmless Agreement

1. JSUSD shall indemnify, hold harmless and defend the SLUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of JSUSD and/or its employees or agents in their performance of this Memorandum of Understanding.

2. SLUSD shall indemnify, hold harmless and defend JSUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent act(s) or omission(s) of the SLUSD and/or its employees or agents in their performance of this Memorandum of Understanding.

3. In the event of the concurrent negligence of the SLUSD, its officers, and/or employees, and JSUSD, its officers and/or employees, the liability for any and all claims for injuries which arise out of the performance of this contract shall be apportioned under "California's Theory of Comparative Negligence" as presently established or as may hereafter be modified.

F. Independent Sub-Contractor

While engaged in carrying out and complying with the terms and conditions of this Agreement, SLUSD is an independent sub-contractor and not an officer, agent, or employee of JSUSD.

G. Affirmative Action-Nondiscrimination

JSUSD shall provide services and activities under this contract that do not restrict the participation nor otherwise discriminate among participants and staff with regard to their race, color, religion, age, sex, ancestry, or national origin.

H. Assignment of Sub-Contract

JSUSD shall not assign or transfer, by operation or law or otherwise, any or all of their rights, burdens, duties, or obligations, without the prior written consent of SLUSD.

I. Amendment-Termination of Contract

This agreement may be amended or altered on terms and conditions mutually agreed upon by the parties hereto. If either party terminates this agreement before the ending date, JSUSD agrees to pay actual costs to date.

J. Term

This agreement takes effect upon signature by the authorized representative of each party and shall remain in effect until canceled by either party upon thirty days written notice.

K. Modifications

This agreement expresses the entire agreement of the parties and may not be modified or altered except by writing and executed by the authorized representative of the JSUSD and SLUSD.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representative as of the day and year first above written.

Name: Title: John Swett Unified School District Authorized Representative	Name: Title: San Leandro Unified School District Authorized Representative
Date	Date