MEMORANDUM OF UNDERSTANDING BETWEEN

Hollister School District
And
San Leandro Unified School District

Reimbursement for .20 FTE of Tracey Lewis 2012-13 Contract

This Memorandum of Understanding is entered into by and between the Hollister School District (hereinafter referred to as HSD) 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

Tracey Lewis, who has served previously as data input specialist for the California Mathematics and Science Partnership grant, the San Benito County Mathematics Initiative (SBCMI), will continue in that capacity during the 2012-13 school year.

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

D. Compensation

Under the terms of this agreement, HSD shall pay to SLUSD an amount equal to .20 FTE of salary and benefits for Tracey Lewis. Once SLUSD determines this amount, they will forward that amount in the form of an invoice to HSD, along with a signed copy of this MOU. HSD will pay the invoiced amount upon receipt of the signed MOU and invoice through its SBCMI grant.

E. Hold Harmless Agreement

1. HSD 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 HSD and/or its employees or agents in their performance of this Memorandum of Understanding.

2. SLUSD shall indemnify, hold harmless and defend HSD 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 HSD, 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 HSD.

G. Affirmative Action-Nondiscrimination

HSD 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

HSD 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, HSD 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 HSD 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: Hollister School District Authorized Representative	Name: Title: San Leandro Unified School District Authorized Representative
Date	Date