SAN LEANDRO UNIFIED SCHOOL DISTRICT

Administrative Office
14735 Juniper Street, San Leandro, CA 94579
510-667-3538

This MEMORANDUM OF UNDERSTANDING (MOU), dated as of August 22, 2012 (Effective Date), is by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and BAY AREA COMMUNITY RESOURCES (BACR).

RECITALS

A. The DISTRICT intends to implement and operate an after school program that meets the requirements of the 21st Century Community Learning Center (CCLC) and After School Safety and Enrichment for Teens (ASSETs) grants, Education Code Sections 8484.7 to 8484.9 and any subsequent laws and regulations at the following school site:
   - Lincoln Alternative Education Center

B. The purpose of this MOU is to set forth terms and conditions on which AGENT will provide services to DISTRICT and the ASSETS program.

C. It is the intention of the parties that BACR will serve as lead provider of after school services for the ASSETS Program at Lincoln Alternative Education Center.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1 Employment of After School Program Staff

1.1 BACR will recruit, screen, employ and administratively supervise all instructional staff for the PROGRAM with the exception of SLUSD employees. PROGRAM staff will meet, at the least, the requirements for an Instructional Aide as required by the grant requirements and all applicable Federal and State regulations including No Child Left Behind ("NCLB"). The DISTRICT will provide a District Coordinator to fulfill the legal requirements of the ASSETS program as put forth in the original grant application.

1.2 Screening: BACR will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice and the FBI. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for ASSETS staff members will be conducted pursuant to the regulations already in use by BACR Personnel Policies and Practices. By execution of this MOU, the DISTRICT and BACR acknowledge that Education Code Section 45125.1 applies to services under the ASSETS PROGRAM. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice and the FBI for a criminal records check.

1.2.1 BACR expressly acknowledges that:

1.2.1.1 BACR and all of BACR's employees working on the school site must submit fingerprints in a manner authorized by the Department of Justice and the FBI, together with the requisite fees as set forth in Education Code Section 45125.1;

1.2.1.2 BACR shall not permit any employee or contractor to come in contact with students until the Department of Justice and the FBI have ascertained that the employee or contractor has not been convicted of a serious or violent felony;

1.2.1.3 BACR shall certify in writing to the DISTRICT that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony;

1.2.1.4 BACR shall provide to DISTRICT a list of names of its employees who may come in contact with students. BACR shall fulfill these requirements at its own expense

1.3 Specific Employee Issues: BACR Personnel Policies and Practices will not apply to DISTRICT staff under this MOU. Policies regarding terms of employment will be incorporated in a contract with each employee, which will specify holidays, salaried or hourly compensation, and days of work to conform to site-specific requirements for each school site.

1.4 Employee Evaluation: The DISTRICT will evaluate the District Coordinator. The District Coordinator and Site Administrators will advise BACR regarding the day-to-day performance of the program when necessary. BACR will be responsible for and shall implement all procedures involving employee evaluation, compensation decisions and disciplinary actions for BACR employees, with the advice of the DISTRICT. Such evaluations shall occur at least annually. The evaluation shall be in writing and shall be in such form as BACR shall reasonably direct in accordance with its personnel practices. BACR should make copies of the evaluation and other documents and/or findings available to the DISTRICT for the sole purpose of, and only in the event that both parties agree to make a personnel change at a site.

2 Program Support from the DISTRICT:

2.1 The DISTRICT will provide the following management, facility and human resource services for the entire term of this MOU:

2.1.4 Adequate, appropriate, and consistent classroom space for the number of participants attending at each site;

2.1.4.1 Should the primary space at a particular site become unavailable due to school activity or similar event BACR will use the predetermined secondary space as the program site for the duration of the school event. The secondary space will be comparable to the primary space.

2.1.5 Daily custodial services for each space and/or classroom used by the program;

3 Responsibilities of the BACR under this MOU

3.1 BACR will serve as lead agency for the ASSETS Program and will provide an East Bay Program Director, Program Manager, Site Coordinator and Enrichment Staff at the Lincoln Alternative Education Center (LAEC).

3.1.1 BACR Program Manager will provide on-going after school professional development, training and coaching to Site Coordinator and Part-time Staff.

3.1.2 The Program Manager and Site Coordinator will work with the Principal and the Teachers to design a program that supports the school site goals for student development and academic

achievement. This will incorporate the needs and interests of the program participants, their families and the broader community.

3.1.3 BACR East Bay Program Director and the Program Manager will provide support to develop additional funding sources or in-kind services to leverage the scope and impact of program activities.

3.1.4 The Site Coordinator will manage student recruitment, enrollment, scheduling and registration procedures.

3.2 BACR will provide the following management and human resources services to the DISTRICT and the School Sites for the entire term of this MOU:

3.2.1 All depository, accounting, and financial reporting as are required by the individual School Site and the DISTRICT;

3.2.2 Payroll and benefits program and management for all contracted ASSETS program staff members employed by BACR;

3.2.3 Personnel supervision and discipline within the parameters of its employment contracts and any specific agreements with the DISTRICT and other Community Based Organizations.

3.2.4 BACR will employ one full time (35 hours/week) Site Director and a minimum of three part time program staff.

3.2.5 BACR will maintain a ratio of students to employee of 20:1 or less;

3.2.6 BACR shall use no more than the maximum allowable portion of ASSETS funds on administrative costs.

3.4 To the extent that BACR is required to submit records or information to the DISTRICT to confirm, obtain, or maintain funding, such records shall be prepared by the CLUB in conformance with District procedures and State requirements, including but not limited to: Attendance Reporting, Expenditure Reporting, Budgets and Budget Revision Requests, and Evaluation Reports.

3.5 BACR shall cooperate fully with the DISTRICT in application for funds made by the DISTRICT on behalf of the ASSETS program and BACR agrees to comply with all regulations related to expenditures and receipt of such funds.

3.6 Evaluate implementation of the PROGRAM and provide an annual report to the DISTRICT concerning compliance with each requirement of the ASSETS PROGRAM as well as any other data and information required by the ASSETS PROGRAM and related laws and regulations.

3.7 It is expressly agreed that BACR shall have no authority to make any contract or binding promise of any nature on behalf of the DISTRICT, whether oral or written, without the express written consent of the DISTRICT.

4 Training and Planning

4.1 The DISTRICT will invite all ASSETS staff members to participate in all in-service training offered to the employees of the DISTRICT and will be invited to participate in those planning activities and case review

meetings as are reasonably determined by the District Coordinator to be relevant to the work of the ASSETS program. BACR will invite employees of the DISTRICT who are actively engaged in the program to training programs conducted by or for the ASSETS program staff members. The BACR Site Coordinator will regularly and actively participate in the site collaborative meetings, including but not limited to site staff meetings.

5 Compensation and Reports

5.1 Compensation: Cost of Services/Program Fees: The DISTRICT will pay BACR $94,954 following invoices from BACR allocated as follows:

5.1.1.A The DISTRICT will pay no more than one half of the total amount ($47,477) prior to January 2013 following invoices from BACR.

5.1.1.B The DISTRICT will pay BACR the remaining $47,477 in two installments in February and May 2013 following invoices from BACR.

5.2 Should funding for the ASSETs grant be reduced or discontinued, BACR would be reimbursed for services provided prior to the reduction or discontinuation and the District and BACR would discuss solutions for continuing the program.

6 Insurance

6.1 BACR shall maintain at its own cost and expense policies of comprehensive liability insurance and property damage insurance coverage as set forth below. The parties agree that DISTRICT, and its officers, agents, employees and representatives shall be specifically named in any and all such policies of insurance as additional named insured's. Any and all policies of insurance maintained by BACR pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by DISTRICT and/or its officers, agents, employees and representatives. Additional insurance may also be obtained as required by BACR or as otherwise required by law.

6.1.1 Workers' Compensation.

6.1.2 General Liability and Property Insurance: Comprehensive general liability coverage shall be in the amount of not less than two (2) million dollars - occurrence based. Property coverage shall be for replacement value.

6.1.3 BACR shall obtain necessary insurance commensurate with its corporate status and assets.

6.1.4 BACR may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance BACR deems appropriate.

7 Indemnification

7.1 BACR Obligation: BACR shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable

attorney's fees, or liabilities arising out of or in any way connected with this MOU, including, without limitation the loss or damage to any property, or the death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of BACR, its officers, agents, or employees.

7.2 DISTRICT Obligation: The DISTRICT shall indemnify, defend and hold harmless BACR, its officers, agents, and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this MOU including, without limitation the loss or damage to any property, or the death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of BACR, its officers, agents, or employees.

8 Status of Contract

8.1 This is not an employment contract. Nothing herein shall be construed as creating an employer-employee relationship between the parties.

9 Assignment

9.1 The obligations of BACR under this MOU shall not be assigned by BACR without the express written consent of DISTRICT.

10 Notices

10.1 BACR shall notify DISTRICT within 5 days of any claim or lawsuit filed against BACR that relates to the operation of the ASSETS PROGRAM at any site where BACR provides a program pursuant to this MOU.

10.2 Any notice required by the MOU shall be in writing and shall be conclusively deemed given and received when personally delivered or deposited in the United States mail, registered or certified, postage prepaid, addressed to the other party at the following respective address, or at such other addresses or to such other persons as the parties may from time to time designate by written notice to the other:

San Leandro Unified School District
Administrative Office
14735 Juniper Street
San Leandro, CA 94579

Bay Area Community Resources
Administrative Office
171 Carlos Drive
San Rafael, CA 94903-2005

11 Amendments

11.1 No Amendment to or modification of the MOU shall be effective unless set forth in writing (a side letter) and signed by the parties.

13 Conflict Resolution

13.1 Should a problem arise between the DISTRICT and BACR regarding the ASSETS program philosophy, ASSETS program delivery, organization expectations, vision, etc., it is expected that both organizations will work diligently together as partners to communicate and resolve the conflict. Terminating this MOU should only be a last resort.

14 Term and Termination

14.1 This MOU shall commence on the effective Date and shall continue until June 30, 2013 unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration as a result of a breach by the other party of any material term of this MOU. Following receipt of written notice of such a breach, the breaching party shall have thirty (30) calendar days from the date of receipt to cure the breach. If after the thirty days from receipt of the notice the breach has not been resolved, the non-breaching party may terminate this MOU, effective seven (7) calendar days after the notice of termination. Payment for all services rendered to the date of termination shall be due and payable within fifteen (15) calendar days after termination. All reports required to be prepared by BACR and which are outstanding at the date of termination shall be delivered to the DISTRICT within fifteen (15) calendar days after termination.

14.2 This MOU constitutes the entire understanding of the parties and any changes, amendments, or addenda shall be agreed upon in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOU effective as of the date written above.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Cindy M. Cathey
Superintendent of Schools

BAY AREA COMMUNITY RESOURCES

By: _____

Martin Weinstein
CEO