MEMORANDUM of UNDERSTANDING

BETWEEN

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND

THE YMCA OF THE EAST BAY

PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District (SLUSD) and YMCA of the East Bay for the purpose of providing San Leandro High School a pilot youth development program to support healthy living for social responsibility entitled: *Friends Participate in Democracy-Youth and Government*. This program will be October 23, 2012 through June 30, 2013 at no cost to the District.

SERVICES PROVIDED

YMCA of East Bay Youth & Government program will provide:

1. An after school club once a week for approximately 20-25 students in grades 9-12.
2. Students will learn how to lead, become an independent thinker, understand how the government works, learn parliamentary procedures and how to debate, and learn how to seek social change.
3. An opportunity to meet and make new friends with other YMCA Youth and Government participants in a 3-day weekend conference.
4. Mock role-play as elected officials, judges, lawyers, lobbyists and media professionals at a five-day conference in Sacramento in February.
5. All field trip notifications and permissions will be completed by The YMCA of the East Bay.
6. Sharpen college applications.

San Leandro Unified School District will provide:

1. Space for the Youth and Government after school club.
2. Understand that this is a pilot program at San Leandro High School for one school year at no cost to the District.

SCREENING REQUIREMENTS:

1.1 Screening: AGENT (YMCA) 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 staff members will be conducted pursuant to the regulations already in use by the AGENT Personnel Policies and Practices. By execution of this MOU, the DISTRICT and AGENT acknowledge that Education Code Section 45125.1 applies to services under all school programs. 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.

1.1.1 AGENT expressly acknowledges that:

1.1.1.1 AGENT and all of AGENT'S employees working on the school site must submit fingerprints in a manner authorized by the Department of

Justice, together with the requisite fees as set forth in Education Code Section 45125.1;

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

1.1.1.3 AGENT 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;

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

INSURANCE AND LIABILITY

YMCA of the East Bay will be responsible for liability and malpractice insurance for all YMCA staff. Upon request by SLUSD and/or participating campuses, YMCA will furnish copies of its Certificate of Insurance which specifies levels of relevant insurance coverage.

YMCA of the East Bay will indemnify and hold harmless SLUSD and participating campuses against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, YMCA's performance of its duties under this agreement. SLUSD and participating campuses will indemnify and hold harmless YMCA against all liability, including liability for attorneys' fees and court costs arising out of, or in connection with, SLUSD and/or participating campuses' performance of its duties under this agreement. Each partner will give the other prompt notice of any demand, claim, or suit against it.

DURATION

This agreement shall commence on October 23, 2012 and shall continue for the remainder of the 2012-13 school year.

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

_____
Cindy M. Cathey, Superintendent

Date: _____

YMCA of the East Bay

_____
Robert Wilkins, CEO

Date: _____