Memorandum of Understanding
Between the San Leandro Education Foundation
and
the San Leandro Unified School District

This Memorandum of Understanding is entered into by and between the **San Leandro Education Foundation** (hereinafter referred to as **"SLED"**) and the **San Leandro Unified School District** (hereinafter referred to as **"SLUSD"**).

Whereas the sole mission of **SLED** is to raise resources and improve the lives and education of *all children served by* **SLUSD** through **SLED's** five focus areas (enrichment, health & safety, technology, volunteerism and support of the Arts Education Center), the purpose of this agreement is to recognize and strengthen the unique relationship between the two entities and enhance **SLED**'s ability to provide much needed resources to **SLUSD** for the education and wellbeing of its K-12 students.

A. Communication & Outreach Activities

SLED will:

1. Provide all **SLED** related content, in a timely manner and in an acceptable format for **SLUSD** school sites to distribute (fliers, website content, etc).
2. Provide volunteers and materials to promote **SLED** at **SLUSD** community events (e.g. Back to School Night, kindergarten registration, forums, Open house).
3. Create press-releases, newsletters, events and annual reports to recognize **SLED** donors.
4. Meet with the Superintendent on a monthly basis.
5. Keep **SLUSD** representatives fully apprised of **SLED** activities and funding opportunities including providing written updates for inclusion in the Superintendent updates to the Board of Trustees.

SLUSD will:

1. Distribute all **SLED** provided materials to students and their families relating to **SLED** fundraising and program opportunities.
2. Promote **SLED** activities on **SLUSD** website and individual school websites including a direct link to the **SLED** website.
3. Provide "teleparent" messages to families that promote specific **SLED** opportunities on an occasional, as-needed basis.
4. Aid in distributing press-releases and participate in special donor recognition events.

5. Provide a District voicemail box and intra-district mail services for **SLED**.
6. Refer individuals, businesses and organizations that express an interest in supporting **SLUSD** schools to **SLED** on an on-going basis for cultivation.
7. Cooperate with **SLED**'s outreach efforts to families and alumni.
8. Visibly identify **SLED** contributions at school sites with mutually agreed upon signage and/or labels.
9. The Superintendent to meet with **SLED** representatives on a regular, monthly basis and keep the Board of Trustees apprised of **SLED** activities.

B. Fiscal Agency Partnership

SLED will:

1. Provide foundation prospects (grants calendar) to **SLUSD** as tied to the strategic plan for **SLED**.
2. Determine, with mutual agreement of **SLUSD,** which grants to apply for based on **SLED's** capacity and focus areas.
3. Assign **SLED** staff or volunteers to support **SLUSD** administrative needs on an as needed basis for the submission of **SLED/SLUSD** cooperative grant applications.
4. Serve as the fiscal agent of **SLUSD** at an indirect rate of 7% per each funded proposal, or what is allowable in each grant request.
5. Sign and execute on-time contracts with **SLUSD**.
6. Provide **SLUSD** with copies of all finalized grant applications.
7. Meet with **SLUSD** designee on a quarterly basis to review grant expenditures and reporting requirements (status updates).

SLUSD will:

1. Designate the Assistant Superintendent of Educational Services as the primary contact for **SLED** who will have authority to approve grant submission protocols and ensure all required grant reports are fulfilled.
2. Submit copy to **SLED** of all required reports one week prior to funder's deadline.
3. Provide finalized copies of grant proposals and reports to **SLED**.
4. Keep **SLED** apprised of all direct communication between **SLUSD** and grant funders.
5. Meet with **SLED** representative on a quarterly basis to review grant expenditures and reporting requirements.

C. Arts Education Center (AEC) Partnership with Friends of the Theater (FOTT)

SLED/FOTT will:

1. Meet with the Superintendent or his/her designee on a quarterly basis for an operational review of the AEC and its needs ("check-in").
2. No later than by June 30 annually, provide an updated list of donors for the donor recognition wall at the AEC.
3. Fundraise on behalf of **SLUSD** to support the AEC and its programs including but not limited to the "Seating Campaign" and other mutually agreed upon activities.
4. Coordinate Volunteer Activities according to **SLUSD/FOTT** guidelines including but not limited to:
    a. Staffing of Ticket Booth
    b. Volunteer Ushers
    c. Concessions

SLUSD will:

1. Provide a mutually agreed upon donor recognition wall at the AEC.
2. Incorporate routine maintenance of the donor recognition wall and notify SLED of any damage to the donor wall.
3. Continue to provide **SLED** with preferential booking opportunities at the "Direct Cost - Group B" rate.
4. Meet with **SLED** representatives on a quarterly basis for an operational review of the AEC and its needs ("check-in").
5. Consult **SLED** representatives regarding programming needs when creating annual booking calendar.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the **SLUSD** or **SLED** from participating in similar activities with other public or private agencies, organizations, and individuals.

3. **MONETARY COMMITMENTS OR OBLIGATION.** This agreement does not imply any specific monetary commitment to or from either **SLED** or **SLUSD.**

4. **TERMINATION**. Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time before the date of expiration.

5. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Deborah Cox, San Leandro Education Foundation
Jeni Engler, Friends of the Theater
PO Box 3820
San Leandro, CA 94578

Cindy M. Cathey, Superintendent
San Leandro Unified School District
14735 Juniper Street
San Leandro, CA 94579

6. **CONFLICT RESOLUTION**. Should a problem arise between **SLED** and **SLUSD** regarding roles, expectations, delivery, vision and philosophy, it is expected that both parties will work diligently together collaboratively to communicate and resolve the conflict.

7. **COMPLIANCE.** The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.

8. **COMMENCEMENT/EXPIRATION DATE**. This agreement is executed as of the date of last signature and is effective through June 30, 2016 at which time it will expire unless extended.

9. **LIABILITIES.** It is understood that neither party to this MOU is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

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

FOR SAN LEANDRO EDUCATION FOUNDATION/FRIENDS OF THE THEATER:

Date: _____ _____

Deborah Cox
President, San Leandro Education Foundation

FOR THE SAN LEANDRO UNIFIED SCHOOL DISTRICT:

Date:_____ _____

Cindy M. Cathey
Superintendent of Schools, San Leandro Unified