Mills Teacher Scholars and San Leandro Unified School District
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated this 15 day of April, 2013, by and between San Leandro Unified School District hereinafter referred to as SLUSD and Mills Teacher Scholars hereinafter referred to as "MTS" or ("MTS")whose place of business is Mills College, Oakland, CA for Professional Services.

This Memorandum of Understanding represents the services which MTS will provide to the San Leandro Unified School District at Roosevelt Elementary during the 2013 - 2014 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – MTS

Mills Teacher Scholars is a teacher professional development program of the Mills College School of Education.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

Mills Teacher Scholars (MTS) staff will provide support to Roosevelt teacher school leaders for facilitation at 8 monthly, 1.5 hour, on-site meetings during teachers' professional collaborative time. MTS will guide teacher leaders in leading sessions to support their colleagues' an inquiry on their focal students' learning. In addition to meeting facilitation, coaching MTS will meet quarterly with the Roosevelt principal. Roosevelt teacher leaders will also be supported through the Mills Teacher Scholar Leaders Network, encompassing a minimum of two 4-hour meetings and two 2-hour meetings of teacher scholar leaders across the East Bay.

ARTICLE III: TERM OF SERVICES

MTS shall commence work on May 16, 2013. Work to be completed by May 2014.

ARTICLE IV: REQUIREMENTS OF THE SAN LEANDRO UNIFIED SCHOOL DISTRICT

To support the delivery of quality educational services to students and the school, as part of this MOU, the Roosevelt Elementary School agrees to the following:
Roosevelt Elementary School administration will commit to a meeting schedule by 9/12/13 and fully commit those dates and times to the work of Mills Teacher Scholars.

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU will be under the joint direction of San Leandro Unified School District Principal/Manager: Victoria Forrester, principal, Roosevelt Elementary School and Claire Bove, Associate Director, MTS.

ARTICLE VI: FINGERPRINTING CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with San Leandro Unified School District pupils, MTS will comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. MTS will not permit any employee to have any contact with San Leandro Unified School District pupils until such time as it has verified that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. MTS's responsibility extends to its employees, subcontractors, agents, and employees or agents of subcontracors whether those individuals are paid or unpaid, unless currently employed by San Leandro Unified School District, or acting as independent MTSs of MTS, to the extent those individuals will or may have contact with San Leandro Unified School District pupils. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this MOU, will be made available to San Leandro Unified School District prior to each individual's commencement of performance of any portion of the Services described in Article II above, and prior to permitting contact with any student.

MTS agrees that: (1) its employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; and (2) MTS will not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony.

MTS further agrees that its employees will not use pupil restroom facilities; and if MTS employees find themselves alone with a pupil, they will immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

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ARTICLE VII: INSURANCE

a) MTS will procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

i) **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Automobile Liability Insurance that protect MTS, the District, and the State from all claims of bodily injury, property damage, personal injury, death, and medical payments arising directly out of performance by MTS of any portion of the Services. Commercial General Liability insurance shall include contractual liability, products liability, completed operations and property damage coverage.

ii) **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, MTS will secure workers' compensation coverage for its employees.

iii) **Professional Liability (Errors and Omissions)**. Professional Liability (Errors and Omissions) Insurance as appropriate.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products Liability, Completed Operations, Property Damage, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Professional Liability	$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

b) **Proof of Carriage of Insurance**. MTS will not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been made available to the District. Certificates and insurance policies shall include the following:

i) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than fifteen (15) days after date of mailing notice."

ii) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

iii) An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance.

iv) All policies shall be written on an occurrence form.

c) **Acceptability of Insurers.** Insurance will be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other harmless including each party, its Board, trustees, officers, agents, employees and volunteers from all claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising directly out of activities of San Leandro Unified School District or MTS respectively, their subcontractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in connection with the services to be provided under this contract, whether authorized by this MOU or not.

ARTICLE IX: COMPENSATION FOR SERVICES

a) San Leandro Unified School District agrees to pay MTS a total of $ 10000 for the services described above. MTS will submit an invoice to San Leandro Unified School District for $5000 at the end of May, 2013, and another invoice for $5000 in October, 2013.

b) San Leandro Unified School District agrees to pay MTS the contracted amount. The payment will be based on an invoice submitted no later than August 2013 by MTS . The Invoice will be generated by MTS on appropriate letterhead or form and will include: description of services rendered during the invoice period; date and hours of services, the specific services provided during the month and a total. Invoices are to be sent to **Victoria Forrester** at **Roosevelt Elementary**.

c) MTS will maintain accurate records of costs incurred in performance of this MOU and will make such records available to the San Leandro Unified School District upon request.

ARTICLE X: TERMINATION

a) **For Cause:** Either party may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
   i. material violation of this MOU; or
   ii. any act by one party exposing the other to liability to others for personal injury or property damage; or
   iii. either party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of that party's insolvency.

b) **Without Cause:** Either party may, at any time, with or without reason, terminate this MOU and MTS will be compensated for services rendered to the date of termination. Written notice by either party shall be sufficient to stop further performance of services by MTS. Notice shall be deemed given when received or no later than five days after the day of mailing, whichever is sooner.

c)

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between San Leandro Unified School District and MTS with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between San Leandro Unified School District and MTS are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

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ARTICLE XII: SEVERABILITY
The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION
In the event of dispute about any invoice or the quality of work of the "MTS", the "San Leandro Unified School District" and "MTS" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS
MTS and the School District agree to observe and comply with all rules and regulations of the governing board of the district and all federal, state, and local laws, ordinances and regulations. Each party shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If MTS observes that any of the Work required by this MOU is at variance with any such laws, ordinance, rules or regulations, MTS shall notify the school district, in writing, and any necessary changes to the scope of the Work shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon receipt of a written termination notice by either party.

ARTICLE XV: COPYRIGHT
Any written product produced as a result of this MOU shall be the property of MTS.

ARTICLE XVI: AMBIGUITY
The parities to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity

ARTICLE XVII: ASSIGNMENT
Without the prior written consent of the other party, this MOU is not assignable either in whole or in part.

ARTICLE XVIII: GOVERNING LAW
The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

MTS

MTS / Agency Name: **Mills Teacher Scholars**

Address:

Mills College

School of Education

5000 MacArthur Blvd.

Oakland, CA 94613

MTS's Contact Person: **Carrie Wilson**

Title: Program Director

Principal Investigator, Mills Teacher Scholars : Anna Richert

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Telephone: 510-206-8595 e-mail: wilson.carriekate@gmail.com

Signature: _____ **Date:** 4/15/13

Signature: _____ **Date:** 4/15/2013

_____ **UNIFIED SCHOOL DISTRICT**

By Superintendent / Deputy: _____

Signature: _____ **Date:** _____