MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
SAN LEANDRO SPORTS FOUNDATION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the SAN LEANDRO SPORTS FOUNDATION (SLSF) and the SAN LEANDRO UNIFIED SCHOOL DISTRICT (SLUSD) hereinafter referred to as the "DISTRICT.''

RECITALS

A. The DISTRICT and the SLSF intend to work as collaborative partners to ensure the continued operations and sustainability of the SLUSD Pacific Sports Complex and Burrell Field.

B. The purpose of this MOU is to set forth terms and conditions on which the DISTRICT and the SLSF will continue to develop and expand a framework of roles, responsibilities and cooperation in order to ensure the sustainability and staffing of the SLUSD Pacific Sports Complex and Burrell Field. Updates will be listed in future amendments to this MOU, as agreed upon by both parties.

C. Two Missions and a Shared Vision:

The SLSF's mission is "to support and improve physical fitness programs, help maintain existing athletic facilities, and advocate for the development of new athletic facilities in and around the community of San Leandro, California.

The guiding principle of the SLSF is that supporting health and fitness programs and their accompanying infrastructure will encourage more of our youth and adults to play and exercise, creating a healthier and happier community."

The DISTRICT's mission is "…to educate students to achieve and demonstrate academic excellence…by utilizing state-of-the-art technologies and innovative teaching strategies within a well-maintained, secure learning environment, in a region rich in heritage and diverse in culture…"

The Shared Vision of the District and the SLSF is best summarized in the Board of Education's 2012-2013 Number One Goal: Educate the Whole Student, in order to ensure "the academic, physical, social and emotional well-being of every student."

The new SLUSD Pacific Sports Complex and Burrell Field will provide beautiful and safe athletic facilities that will help the District and the SLSF achieve this important goal by ensuring that quality athletic programs flourish in our schools and community by fully utilizing the Pacific Sports Complex and Burrell Field. In order to do this, it is absolutely necessary to create revenue streams that will cover operational costs and enhanced

programming. This vision is rooted in the belief that athletics play a critical role in the education of the whole child and are essential to the health and vitality of a community.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

D. SLSF SHALL:

1. Meet with the DISTRICT on a regular basis to:
    i. Keep communications open by meeting quarterly, and more often, as needed
    ii. Resolve any potential problems
2. Fundraise on behalf of the SLUSD Pacific Sports Complex and Burrell Field to secure funding for operational items and athletic programs as agreed upon by the DISTRICT and SLSF. Fundraising to include, but not limited to:
    i. Sponsorship Campaign
    ii. Annual Events
    iii. Other Fundraising Activities, as mutually agreed upon by the District and SLSF
3. Develop Sponsorship Guidelines, in partnership with the DISTRICT, to be approved by both parties

E. The DISTRICT SHALL:

1. Meet with SLSF on a regular basis to:
    i. Keep communications open by meeting quarterly, and more often, as needed
    ii. Resolve any potential problems
2. Provide for distribution of materials and fundraising materials prepared by SLSF and approved by the DISTRICT to students and families of the DISTRICT
3. Assist with fundraising events by posting on the DISTRICT website calendar and disseminating press releases and flyers
4. Develop Sponsorship Guidelines, in partnership with SLSF, to be approved by both parties
5. Provide communications to the Board of Education on the partnership and the implementation of the MOU

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 DISTRICT or SLSF from participating in similar activities with other public or private agencies, organizations, and individuals.

3. **TERMINATION**. Either party, upon thirty (30) days written notice, may terminate without cause the agreement in whole, or in part, at any time before the date of expiration.

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

Martin J. Capron, Past President San Leandro Sports Foundation 151 Callan Avenue Suite 200 San Leandro, CA 94577	Mike McLaughlin, Ed.D. Superintendent San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94579

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

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

7. **COMMENCEMENT/EXPIRATION DATE**. This agreement is executed as of the date of last signature and will be in effect unless terminated by either party within thirty (30) days written notice as in item (3) above.

8. **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 law.

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

FOR SAN LEANDRO SPORTS FOUNDATION:

Date: _____ _____

Name and Title:

FOR THE SAN LEANDRO UNIFIED SCHOOL DISTRICT:

Date:_____ _____

Mike McLaughlin, Ed.D.
Superintendent of Schools