SAN LEANDRO UNIFIED SCHOOL DISTRICT

Administrative Offices
835 E. 14th St., Suite 200
San Leandro, CA 94577
Phone (510) 667-3509

This MEMORANDUM OF UNDERSTANDING (MOU), dated as of September 9, 2015 (Effective Date), is by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and the SAN LEANDRO BOYS AND GIRLS CLUB (CLUB).

RECITALS

A. The DISTRICT and CLUB intend to implement and operate jointly an after school (ASES) "Students with Special Needs" program at James Monroe Elementary School. The program will be offered daily from 2:30 pm – 6:00 pm.

B. The purpose of this MOU is to set forth terms and conditions on which the DISTRICT and CLUB will operate the "Students with Special Needs" Program.

C. Shared Vision: The "Students with Special Needs" program will offer structured activities during homework and enrichment classes for a select group of students each day that school is in session.

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

1 Employment of "Students with Special Needs" Program" Staff

1.1 The CLUB will employ and administratively supervise all "Students with Special Needs" program staff. The program will require one (1) staff person for every 10 – 25 children. Program staff will be on campus 3.5 hours each day from 2:30 pm – 6:00 pm

1.2 Recruitment: The CLUB will recruit and screen potential staff members for the "Students with Special Needs" Program. The decision to hire such staff will be made by the Club Director of Operations as an agent of the CLUB and conditional on the prospective staff member meeting the requirements of employment as put forth by the CLUB; and the staff in the "Students with Special Needs" Program will meet, at the least, the requirements for an Instructional Aide as required by NCLB.

1.3 Screening: The CLUB will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice and the Federal Bureau of Investigations (FBI). All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for each "Students with Special Needs" staff member will be conducted pursuant to the regulations already in use by the CLUB Personnel Policies and Practices. By execution of this MOU, the DISTRICT and CLUB acknowledge that Education Code Section 45125.1

applies services under the SGASSP. 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.

1.3.1 CLUB expressly acknowledges that:

1.3.1.1 CLUB and all of CLUB's employees and contractors 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;

1.3.1.2 CLUB 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;

1.3.1.3 CLUB 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;

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

1.4 Specific Employee Issues: CLUB 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.

1.5 The CLUB will be responsible for and shall implement all procedures involving CLUB employee evaluation, compensation decisions and disciplinary actions for all CLUB employees.

2 Responsibilities of the DISTRICT under this MOU

2.1 The DISTRICT will provide funding for the "Students with Special Needs" program at James Monroe School in the amount of **$16.00 per hour.** This amount covers all payroll expenses for one (1) staff working 3.5 hours per day and supply costs.

2.2.1 Estimated cost for the 2015 – 16 school year is **$10,080**.

2.2 Provide for distribution of materials and publications prepared by CLUB and approved by the DISTRICT to students and families of the DISTRICT.

3 Responsibilities of the CLUB under this MOU

3. The CLUB shall provide a staff member to provide additional support to students with special needs in the James Monroe after school (ASES) program.

3.1 The CLUB will provide the following management and human resources services to the DISTRICT at James Monroe for the entire term of this MOU:

3.1.1 Payroll and benefits program and management for all contracted "Students with Special Needs" program staff members employed by the CLUB;

3.1.2 Personnel supervision and discipline within the parameters of its employment contracts.

3.1.4 The CLUB will employ one "Students with Special Needs" "coordinator 3.5 hours per day.

3.1.5 The "Students with Special Needs" "Coordinator will be supervised by the Club's site (ASES) director.

4 Insurance

4.1 CLUB 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 CLUB 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 CLUB or as otherwise required by law.

4.1.1 Workers' Compensation.

4.1.2 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.

4.1.3 CLUB shall obtain necessary insurance commensurate with its corporate status and assets.

4.1.4 CLUB may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance the CLUB deems appropriate.

5 Indemnification

5.1 CLUB Obligation: The CLUB 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 the CLUB, its officers, agents, or employees.

5.2 DISTRICT Obligation: The DISTRICT shall indemnify, defend and hold harmless the CLUB, 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 the CLUB, its officers, agents, or employees.

6 Status of Contract

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

7 Assignment

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

8 Notices

8.1 The CLUB shall notify DISTRICT within 5 days of any claim or lawsuit filed against CLUB that relates to the operation of the "Students with Special Needs" Program at James Monroe Elementary School.

8.2 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:

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Mike McLaughlin, Ed.D.
Superintendent of Schools

SAN LEANDRO BOYS AND GIRLS CLUB

By: _____

Robert Glotch
Executive Director

REQUIRED: Completed and Signed Verification of Clearance Form for 2015-16

FOR SLUSD OFFICE USE ONLY:

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____

___ Clearances with Human Resources: _____Fingerprinting_____TB_____

___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)

___ Copy of Requisition ____Invoice Attached ____ Verification of Clearance Attached

Initial: Initial:

Business Manager: _____ Date: _____ Human Resources: _____ Date: _____

Budget # _____ Name of Budget Program: _____

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:

____Originating Department ____Human Resources ____Purchasing Department

(initials_____)