Memorandum of Undersanding
San Leandro Education Foundation, San Leandro Asian Community Cultural Association
AND
San Leandro Unified School District at John Muir Middle School

For

Six-Week Introduction to Mandarin after school session: January –May 2016

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between San Leandro Unified School District at John Muir Middle School, San Leandro Asian Community Cultural Association and San Leandro Education Foundation to define the relationship for a six week free after school session on "Introduction to the Mandarin Language."

II. Background

San Leandro Education Foundation is an independent not-for-profit 501(c)(3) organization founded in 2008, which is dedicated to raising resources and improving the lives and education of children in the San Leandro Unified School District. SLED's supporters include parents, community members, elected officials, educators and business leaders who share the belief that strong public schools are essential to our quality of life and the future well-being of our city.

SLED's role is to serve as a bridge for those in the community who want to invest in our children and schools and the future of the San Leandro community by providing opportunities and mechanisms to leverage valuable resources where they are needed the most.

San Leandro Asian Community Cultural Association is a small civic and social association in San Leandro is an independent not-for-profit 501(c)(3) organization founded in 2009.

San Leandro Unified School District at John Muir Middle School is offering after school programming for middle school students. San Leandro Asian Community Cultural Association will provide a free six week class on "Introduction to Mandarin."

III. **Statement of Work**

A. Summary of Planned Activities
   1. After school classes will be held on Wednesdays 2:00-3:00 p.m
   2. The 6 unit Chinese Language Introduction class will cover:
      a. Chinese Characters, Words, and Chinese Culture
      b. Family, Home and People
      c. Chinese Holidays and Traditional Chinese Calendar
      d. Chinese Food, handwriting, and Kung Fu
      e. Chinese Geography and History
      f. Chinese Music

C. John Muir Middle School will:
   a. Provide room for after school session on Wednesdays 2:00-3:00 pm.

IV. Term

The term of this MOU is from January –May 2016.

V. GENERAL PROVISIONS

Either party may terminate this MOU by giving 30 days' written notice to the other party. The notice of termination should specify the effective date of termination.

Contracted agencies must complete the San Leandro Unified School District Required Certifications Agreement

This MOU is not effective until signed by all parties.

_____	_____
Signature, Title	Date
_____	_____
Signature, Title	Date
_____	_____
Signature, Title	Date

REQUIRED CERTIFICATIONS AGREEMENT
BETWEEN SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND _____

All providers of services to the San Leandro Unified School District ("District") are required to comply with the terms and conditions of this Required Certifications Agreement ("Agreement"), which is incorporated into and made a material condition and provision of all agreements for services. Failure to comply with these terms and conditions constitutes grounds for immediate termination of any agreement for services between any Agency/Consultant/Contractor (hereafter referred to as "Consultant") and the District. The undersigned Consultant has the responsibility to make a reasonable determination of whether an employee/agent/volunteer/subconsultant and/or other authorized representative (each, a "Consultant provider") will have more than limited contact with pupils, and therefore requires a criminal background check. To make this determination, Consultant shall consider the totality of the circumstances, including factors such as the length of time the person will be on school grounds, whether the person will be in proximity with pupils, and whether the person will be alone on school grounds or will be constantly supervised by a person who has passed a criminal background check. As an example, note that any counselor, instructor or care provider in a group or individual setting will be considered to have "more than limited contact."

Criminal Background Clearance: Consultant shall, in connection with each Consultant provider comply with the provisions of Education Code §45125.1, including, but not limited to obtaining clearance from both the California Department of Justice (CDOJ) and the Federal Bureau of Investigation prior to providing Services to any District student. Consultant shall not permit any Consultant provider to have any direct contact with District pupils or families until after Consultant certifies in writing to the District that such Consultant provider has not been convicted of a violent or serious felony, as contemplated in the Education Code. Consultant shall also make a request for subsequent arrest service from the CDOJ as required by California Penal Code Section 11105.2.

Tuberculosis Clearance: Each Consultant provider must show evidence of negative tuberculosis (TB) test results, as described in, and within the timeline prescribed by, Education Code §49406, before having contact with District students or families. Consultant shall maintain on file the certificates from the examining physicians and surgeons showing that each Consultant provider was examined and found free from active tuberculosis. These forms must be maintained and updated by Consultant, and be available to the District or any designated agency upon request or audit.

Cost: Consultant shall be responsible for all costs related to fingerprinting and TB testing. Consultant shall provide the District with Certifications, in the form attached to this Agreement (Page 2), covering each and every Consultant provider.

Effective Date: This agreement shall be dated and in full force and effect on the date signed by the District, as indicated below.

No Other Changes; All provisions of this Agreement not specifically changed herein remain in full force and effect. This Agreement, constitutes the full agreement and understanding of the Parties with respect to the matters therein and herein contemplated.

Execution: The person(s) executing this Agreement on behalf of the Consultant warrants and represents that Consultant has vested authority on such person(s) to execute and deliver this Agreement and to perform the services contemplated hereunder and further agrees that this Agreement is a material condition of any and all agreements for services between Consultant and the District.

Company Name:_____ **For the SLUSD:**

_____ _____

[Authorized Representative] **[Superintendent or Designee]**

Title:_____ **Title:**_____

Date:_____ **Date:**_____

REQUIRED CERTIFICATIONS AGREEMENT - Page 2: Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracting Services

I certify that each of the persons below meets all of the requirements as described on Page 1 of the Required Certifications Agreement. If necessary, additional persons may be added to this agreement on attached pages labeled Criminal Background Checks and Tuberculosis Testing in Connection with Consultant and Contracted Services and shall meet all of the requirements specified in this agreement.

I certify that none of my employees/agents/volunteers/subconsultants, contractors, or representatives will have any contact with students prior to passing the criminal background checks and tuberculosis screening required by this Agreement.

Name	Fingerprint Clearance Date	TB Clearance Date

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein as "Required Certifications" is true and accurate. I further acknowledge that during the term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage additional employees/agents/volunteers, I promise to forward this additional information to the District immediately.

Legal Name of Consultant/Contractor:_____

By: _____ Date:_____

(authorized signatory)

Name: _____ Title: _____