SAN LEANDRO UNIFIED SCHOOL DISTRICT

Cindy M. Cathey
Superintendent

Administrative Office
14735 Juniper Street, San Leandro, CA 94579
510-895-4199

This MEMORANDUM OF UNDERSTANDING (MOU), dated as of September 7, 2011 (Effective Date), is by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and TEACHBAR (AGENT).

RECITALS

A. The DISTRICT intends to implement and operate an after school program that meets the requirements of the 21st Century Community Learning Center (CCLC) and After School Safety and Enrichment for Teens (ASSETs) grants, Education Code Sections 8484.7 to 8484.9 and any subsequent laws and regulations at the following school site:
   - San Leandro High School

B. The purpose of this MOU is to set forth terms and conditions on which AGENT will provide services to DISTRICT and the ASSETS program.

C. It is the intention of the parties that AGENT will implement the AGENT's Tutoring Program, Test Preparation Classes (PROGRAMS) to students enrolled in the ASSETS program.

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

1 Employment of After School Program Staff

1.1 The AGENT will recruit, screen, employ and administratively supervise all instructional staff for the PROGRAM. PROGRAM staff will meet, at the least, the requirements for an Instructional Aide as required by the grant requirements and all applicable Federal and State regulations including No Child Left Behind ("NCLB"). The DISTRICT will provide a District Coordinator to fulfill the legal requirements of the ASSETS program as put forth in the original grant application.

1.2 Screening: AGENT will provide the DISTRICT with a list of employees that have cleared a fingerprint scan by the United States Department of Justice. All pre-employment screening, including but not limited to NCLB testing, and tuberculosis testing for ASSETS staff members will be conducted pursuant to the regulations already in use by the AGENT Personnel Policies and Practices. By execution of this MOU, the DISTRICT and AGENT acknowledge that Education Code Section 45125.1 applies to services under the ASSETS PROGRAM. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check.

1.2.1 AGENT expressly acknowledges that:

1.2.1.1 AGENT and all of AGENT'S employees working on the school site must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1;

1.2.1.2 AGENT shall not permit any employee or contractor to come in contact with students until the Department of Justice has ascertained that the employee or contractor has not been convicted of a serious or violent felony;

1.2.1.3 AGENT 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;

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

1.3 Specific Employee Issues: AGENT 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.

1.4 Employee Evaluation: The DISTRICT will evaluate the District Coordinator. The District Coordinator and Site Administrators will advise the AGENT regarding the day-to-day performance of the program when necessary. The AGENT will be responsible for and shall implement all procedures involving employee evaluation, compensation decisions and disciplinary actions for AGENT employees, with the advice of the DISTRICT. Such evaluations shall occur at least annually. The evaluation shall be in writing and shall be in such form as the AGENT shall reasonably direct in accordance with its personnel practices. The AGENT should make copies of the evaluation and other documents and/or findings available to the DISTRICT for the sole purpose of, and only in the event that both parties agree to make a personnel change at a site.

2 Program Support from the DISTRICT:

2.1 The DISTRICT will provide the following management, facility and human resource services for the entire term of this MOU:

2.1.1 A site coordinator to staff and coordinate the programs at SLHS. This coordinator will serve as a liaison between TeachBar and SLHS administration and teachers, specifically assisting with the recruitment of students into the PROGRAM and linking after-school services to school-day programming and school administration. The site coordinator will maintain ongoing communication with TeachBar.

2.1.2 Assistance with program promotion through the distribution of flyers and referrals of students as well as collaboration with the AGENT to promote student/parent awareness of the PROGRAM.

2.1.3 Daily supervision of PROGRAM participants before and after the PROGRAM;

2.1.4 Daily attendance for the entire after school program;

2.1.4 Adequate, appropriate, and consistent classroom space for the number of participants attending at each site;

2.1.4.1 Should the primary space at a particular site become unavailable due to school activity or similar event the AGENT will use the predetermined secondary space as the program site for the duration of the school event. The secondary space will be comparable to the primary space.

2.1.5 Daily custodial services for each space and/or classroom used by the program;

2.1.6 Administrative functions surrounding the enrollment, data management, and communication with participants and potential participants. Specifically the DISTRICT will:

2.1.6.1 Create and maintain the enrollment packet, registration forms, release of liability waiver, emergency cards, and communications with parents/legal guardians and participants of the program;

2.1.6.2 Draft communications when necessary or appropriate to inform participants and their families of changes or other important information regarding the program.

3 Services Provided by the AGENT:

3.1 AGENT will implement the TeachBar Tutoring program and test preparation classes, consisting of four three hour meeting per week, immediately following school, for the 2011-2012 school year. Per program the AGENT will provide the following services:

3.1.4 ASSETS

3.1.4.1 The AGENT will provide three tutors Monday through Thursday from 3PM until 6PM. The tutors will provide one-on-one tutoring or small group tutoring in the main campus library, where an average of 200 students are present.

3.1.4.2 The tutors will assess the needs of after school program participants and establish test preparation and/or subject specific classes. The tutors will teach the classes between 4PM and 6PM. Classes will comprise of a minimum of 20 students. AGENT will create relevant classes, recruit participants and under the permission of the ASSETS coordinator implement the classes.

3.2 AGENT will submit a request for materials and supplies for program activities to site coordinator.

3.3 AGENT will collaborate with San Leandro High School administration to promote student/parent awareness of the program.

3.4 AGENT will respect and maintain cleanliness of classroom space.

3.5 AGENT will maintain ongoing, open communication with school administration, including providing program and student data to the Site Coordinator for the purposes of reporting and evaluation, as appropriate and needed.

3.6 AGENT will comply with the child abuse and Neglect Reporting Act guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency as stated in the California Penal Code 11164-11174.

3.7 AGENT will provide the following management and human resource services to the DISTRICT and School Sites for the entire term of this MOU:

3.10.1 Pertinent training to AGENT's employees;

3.10.2 Appropriately trained substitute instructors in the event of an employee absence;

3.10.3 Personnel supervision and discipline for all staff members employed by the AGENT;

3.11 The AGENT will track daily attendance by way of legible sign-in sheets along with transferring data to electronic format for data collection purposes. Data will be submitted electronically to SLHS ASSETS Site Coordinator on a monthly basis.

3.11.1 AGENT understands that attendance needs to average 20 students per day per class. The AGENT will notify ASSETS Site Coordinator if attendance numbers drop below this average in a given month so strategies for recruitment can be identified in a timely manner.

3.12 The AGENT understands that the DISTRICT's use of state-administered federal funds will be evaluated using measurable outcomes. The DISTRICT, in turn, will evaluate the PROGRAMS in relation to the following objectives:

3.12.1 Targeted students will show improvement in CST level.

3.12.2 Targeted students will show an improvement in their GPA.

3.12.3 Targeted students show increased school attendance.

3.12.4 Targeted students show a decrease in suspensions.

3.12.5 Targeted students voice – in student surveys and focus groups – increased feelings of safety.

3.12.6 Targeted students voice – in student surveys and focus groups - optimism about school and their futures.

3.13 It is expressly agreed that the AGENT shall have no authority to make any contract or binding promise of any nature on behalf of the DISTRICT, whether oral or written, without the express written consent of the DISTRICT.

4 Training and Planning

The DISTRICT will invite all ASSETS staff members to participate in all in-service training offered to the employees of the DISTRICT and in those planning activities and case review meetings as are reasonably determined by the District Coordinator to be relevant to the work of the ASSETS program.

To ensure consistency, quality and communication, a representative of the AGENT will meet monthly with the ASSETS Site Coordinator and bi-annually with the ASSETS District Coordinator and Site Coordinator or as often as is deemed appropriate by both parties. AGENT site employees will regularly and actively participate in site collaborative meetings, including but not limited to site staff meetings.

5 Compensation and Reports

5.10 Attendance Reporting: The AGENT will provide to the DISTRICT a monthly attendance report detailing the name of the student(s) enrolled for the school site named above;

5.11 Compensation: Cost of Services/Program Fees: The DISTRICT will pay the AGENT $34,340 following invoices from the AGENT allocated as follows:

5.11.1.1 The DISTRICT will pay no more than one half of the total amount ($17,170) prior to January 2012 following invoices from the agent.

5.11.1.2 The site coordinator will evaluate the effectiveness of the TeachBar program prior to the start of the second semester. If attendance goals are met and student achievement has increased, the DISTRICT will pay the AGENT the remaining $17,170 following invoices from the agent.

5.12 Should funding for the ASSETs grant be reduced or discontinued, the AGENT would be reimbursed for services provided prior to the reduction or discontinuation and the District and AGENT would discuss solutions for continuing the program.

6 Indemnification

6.10 AGENT Obligation: The AGENT 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 AGENT, its officers, agents, or employees.

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

7 Insurance

7.10 AGENT shall provide a general liability Certificate of Coverage in the amount of $1,000,000.00 as well as name San Leandro Unified School District as an additional insured.

8 Status of Contract

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

9 Assignment

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

10 Notices

10.10 The AGENT shall notify DISTRICT within 5 days of any claim or lawsuit filed against AGENT that relates to the operation of the ASSETS PROGRAM at any site where AGENT provides a program pursuant to this MOU.

10.11 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:

San Leandro Unified School District
Administrative Office
14735 Juniper Street
San Leandro, CA 94579

Ben Wanzo
Founder
TeachBar
1555 E. 14th Street #213
San Leandro, CA 94578

11 Amendments

11.10 No Amendment to or modification of the MOU shall be effective unless set forth in writing and signed by the parties.

12 Term and Termination

12.10 This MOU shall commence on the effective Date and shall continue until June 14, 2012 unless sooner terminated pursuant to this paragraph. Either party may terminate this MOU prior to expiration as a result of a breach by the other party of any material term of this MOU. Following receipt of written notice of such a breach, the breaching party shall have thirty (30) calendar days from the date of receipt to cure the breach. If after the thirty days from receipt of the notice the breach has not been cured, the non-breaching party may terminate this MOU, effective seven (7) calendar days after the notice of termination. Payment for all services rendered to the date of termination shall be due and payable within fifteen (15) calendar days after termination. All reports required to be prepared by the AGENT and which are outstanding at the date of termination shall be delivered to the DISTRICT within fifteen (15) calendar days after termination.

12.11 This MOU constitutes the entire understanding of the parties and any changes, amendments, or addenda shall be agreed upon in writing and signed by both parties.

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

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Cindy M. Cathey
Superintendent

TEACHBAR

By: _____ Date: _____

Ben Wanzo
Founder