SAN LEANDRO UNIFIED SCHOOL DISTRICT

Administrative Office
835 E. 14th Street, Suite 200
San Leandro, CA 94577
510-667-3509

This MEMORANDUM OF UNDERSTANDING (MOU), dated as of August 2, 2021 (Effective Date), is by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and the SAN LEANDRO BOYS AND GIRLS BGCSL (BGCSL).

RECITALS

A. The DISTRICT and BGCSL intend to implement and operate jointly an after school program for kindergartners ("Kinder") at Washington, Jefferson, McKinley, Wilson and Monroe Elementary Schools.

B. The purpose of this MOU is to set forth terms and conditions on which the DISTRICT and BGCSL will operate.

C. Shared Vision: The program will offer after school activities for kindergartners in a safe and nurturing environment.

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

1 Employment of After School Kinder Program Staff

1.1 BGCSL will employ and administratively supervise all program staff.

1.2 Recruitment: BGCSL will recruit and screen potential staff members for the Kinder program. The decision to hire such staff will be made by the BGCSL Director of Operations as an agent of the BGCSL and conditional on the prospective staff member meeting the requirements of employment as put forth by the BGCSL.

1.3 Screening: BGCSL 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, and tuberculosis testing for each staff member will be conducted pursuant to the regulations already in use by BGCSL Personnel Policies and Practices. By execution of this MOU, the DISTRICT and BGCSL acknowledge that Education Code Section 45125.1 applies services under the Kinder Program. 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 BGCSL expressly acknowledges that:

1.3.1.1 BGCSL and all of BGCSL'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 BGCSL 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 BGCSL 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 BGCSL shall provide to DISTRICT a list of names of its employees who may come in contact with students. The BGCSL shall fulfill these requirements at its own expense.

1.3.1.5 Volunteers in the Kinder Program will abide by the District's Volunteer Policy.

1.4 Specific Employee Issues: BGCSL 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 BGCSL will be responsible for and shall implement all procedures involving BGCSL employee evaluation, compensation decisions and disciplinary actions for all BGCSL employees.

2 <u>Responsibilities of the DISTRICT under this MOU</u>

2.1 The DISTRICT will provide a classroom. A Kindergarten classroom would be ideal if available.

2.2 The DISTRICT will provide custodial services for the PROGRAM space at the District's expense.

2.3 The BGCSL will provide participants with a daily snack as supplied by The DISTRICT.

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

3 Responsibilities of the BGCSL under this MOU

3.1 The BGCSL shall provide an afterschool program for kindergartners in a safe and nurturing environment. Where applicable will provide program in compliance with the ASES Grant and applicable laws and regulations that ensures that the program contains a balance of components including Academics, Enrichment and Recreation.

3.2 The BGCSL will provide the following management and human resources services to the DISTRICT and the School Sites for the entire term of this MOU:

3.2.1 Payroll and benefits program and management for all contracted Kinder program staff members employed by the BGCSL;

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

3.1.4 The BGCSL will employ one lead Kinder Coordinator (6.5 hours per day) and one support staff position (3 hours per day) at each site.

3.1.5 ASES Site Director will be the direct supervisor of the Kinder staff.

3.1.6 The BGCSL will require a minimum registration at each site. If at any time less than 10 students are registered at a site, the BGCSL Director and District Director will meet to determine sustainability of program. Parents will be given at least two week notice prior to program termination.

3.3 The BGCSL shall be responsible for intake of fees, registration of all Kinder participants and the management of all registration information. The DISTRICT will assist the BGCSL with Kinder related administrative support.

3.3.1 The BGCSL will submit registration lists to the DISTRICT in a timely fashion and provide updated lists on a regular, on-going basis.

3.3.2 100% of the Kinder fees taken in as revenue shall be counted as income for the BGCSL.

3.4 It is expressly agreed that the BGCSL 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

4.1 The DISTRICT will invite all Kinder staff members to participate in all appropriate in-service training offered to the employees of the DISTRICT.

5 Program Purpose

5.1 The primary purpose of the Kinder after school Program is to provide participating kindergartners with a safe, fun learning environment until parents pick them up (by 6:00 pm)

6 Insurance

6.1 BGCSL 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 BGCSL 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 BGCSL or as otherwise required by law.

6.1.1 Workers' Compensation.

6.1.2 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.

6.1.3 BGCSL shall obtain necessary insurance commensurate with its corporate status and assets.

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

7 Indemnification

7.1 BGCSL Obligation: The BGCSL 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 BGCSL, its officers, agents, or employees.

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

8 Status of Contract

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

9 Assignment

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

10 Notices

10.1 The BGCSL shall notify DISTRICT within 5 days of any claim or lawsuit filed against BGCSL that relates to the operation of the Kinder Program at any site where BGCSL provides a program pursuant to this MOU.

10.2 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:

San Leandro Unified School District
Administrative Office
835 E. 14th St. Suite 200
San Leandro, CA 94577

San Leandro Boys and Girls BGCSL
401 Marina Boulevard
San Leandro, CA 94577

11 Amendments

11.1 No Amendment to or modification of the MOU shall be effective unless set forth in writing (a side letter) and signed by the parties.

12 Conflict Resolution

13.1 Should a problem arise between the DISTRICT and the BGCSL regarding the Kinder program philosophy, Kinder Program delivery, organization expectations, vision, etc., it is expected that both organizations will work diligently together as partners to communicate and resolve the conflict. Terminating this MOU should only be a last resort.

13 Term and Termination

13.1 This MOU shall commence on the effective Date and shall continue until June 30, 2022 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 resolved, 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 BGCSL and which are outstanding at the date of termination shall be delivered to the DISTRICT within fifteen (15) calendar days after termination.

13.2 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 written.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Mike McLaughlin, Ed.D.
Superintendent of Schools

BOYS AND GIRLS CLUB OF SAN LEANDRO

By: _____

Kim Pace
Executive Director