This MEMORANDUM OF UNDERSTANDING (MOU), dated as of March 7, 2012 (Effective Date), is by and between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and Bay Area Community Resources (BACR)

Bay Area Community Resources (BACR) will serve as lead provider of after school services for the Lincoln Alternative Education Center. BACR has a longstanding and ongoing record of success in developing and operating effective after-school programs (ASPs) around the Bay Area. BACR serves more than 6,000 children and youth in grades K-12 daily in over 62 school-based ASPs in San Rafael, San Francisco, Oakland, Berkeley, Richmond, San Pablo, and Alameda. Most of our ASP participants are from underserved communities. All BACR-led ASPs are guided by best practices in youth development.

BACR will serve as lead agency for the program and will provide a Program Manager and Site Coordinator at the Lincoln Alternative Education Center.

BACR Site Coordinator will:

Recruit, hire, train and support staff and volunteers.

Be responsible for all aspects of the day-to-day operation of program at the school site including facilities, daily attendance, staff coverage, and discipline.

Be responsible for student recruitment, enrollment, scheduling and registration procedures.

Ensure compliance with grant requirements and District/school requirements.

Promote and publicize after school program and related activities within the school, families and local community.

Coordinate and schedule student activites to address program goals and school community needs.

Develop and maintain partnerships with other community-based organizations to strengthen program activities.

Check in with Principal on a regular basis.

Work with Principal and teachers to craft programs that support school site's goals for student development and academic achievement.

Facilitate monthly collaborative meetings; attend District meetings and BACR meetings. Facilitate staff supervision, trainings, outings and field trips, family literacy activities and site sponsored events.

Provide oversight of curriculum(s), lesson plans, and class deliverables in collaboration with Academic Liaison and Teachers.

Gather student data, conduct observations, and use assessment and feedback for ongoing program improvement.

Facilitate and ensure youth input into program planning, program development and decision making.

BACR Program Manager will:

Supervise, Train, and Support After School Site Coordinator.

Provide coaching and professional development to Site Coordinator.

Support Site Coordinators' efforts to provide quality and safe after school programs.

Participate in collaborative meetings.

Ensure compliance as stated in CDE Ed Codes.

Check in with Principal on a regular basis.

Create and Manage Program Budget. Monitors fiscal activities regularly on a monthly basis.

Help develop additional funding sources or in-kind services to leverage scope and impact of program activities.

Lead annual program planning. Work with Principal and Site Coordinator to craft a program design that support school site's goals for student development and academic achievement.

Monitor school sites program attendance records.

Provide oversight of curriculum(s), lesson plans, and class deliverables in collaboration with Site Coordinator and Teachers.

Conduct observations at sites, provide coaching and feedback to staff for ongoing program improvement.

Utilize survey/evaluation results to inform program improvement and/or program enhancements.

Insurance

BACR 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 BACR 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 BACR or as otherwise required by law.

- Workers' Compensation.
- 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.
- BACR shall obtain necessary insurance commensurate with its corporate status and assets.
- BACR may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance BACR deems appropriate.

Indemnification

BACR Obligation: BACR 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 BACR, its officers, agents, or employees.

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

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

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

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

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

Bay Area Community Resources
Administrative Office
171 Carlos Drive
San Rafael, CA 94903-2005

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

Conflict Resolution
Should a problem arise between the DISTRICT and BACR regarding ASSETS program philosophy, ASSETSprogram 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.

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

- 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: _____
Cindy M. Cathey
Superintendent of Schools

BAY AREA COMMUNITY RESOURCES

By: _____
Martin Weinstein
CEO