

## INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Independent Contractor Agreement for Special Services ("Agreement") is made as of the 12<sup>th</sup> day of September 2016, between the San Rafael City School District ("District") and Bay Area Community Resources ("Contractor") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of such special services and advice; and

WHEREAS, the Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Contractor shall provide the services as described in **Exhibit “A, B, C, D, E, F, G, and H”** attached hereto and incorporated herein by this reference (“Services” or “Work”):
2. **Term.** Contractor shall commence providing services under this Agreement on July 1, 2016, and will diligently perform as required and complete performance by June 30, 2017.
3. **Submittal of Documents.** The Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certificate
<u>  X  </u>	Criminal Background Investigation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>      </u>	W-9 Form
<u>      </u>	

4. **Compensation.** District agrees to pay the Contractor for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven Hundred Twenty-Three Thousand Eight Hundred Seventy-Five Dollars (\$723,875.00). District shall pay Contractor according to the following terms and conditions:
- 4.1. Payment for the Work shall be made for all undisputed amounts in installment payments within thirty (30) days after the Contractor submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

5. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District, except as follows:
6. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.
7. **Materials.** Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:
8. **Standard of Care.** Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California public school districts.
9. **Originality of Services.** Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
11. **Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

## 12. Termination.

- 12.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **With Cause by Contractor.** Contractor may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 12.3.1. material violation of this Agreement by the Contractor; or
  - 12.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceed(s) the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.
- 12.4. At the time of any termination of the contract, all District employee data shall be returned to the District and all District employee information shall be purged from the contractor's system and records.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall, at its

sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the “indemnified parties”) from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants’ and/or attorneys’ fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

#### 14. Insurance.

14.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

##### 14.1.1. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)

14.1.2. **Workers’ Compensation and Employers’ Liability Insurance.** Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of Section 3700 of the California Labor Code, the Contractor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor’s profession.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Automobile Liability Insurance - Any Auto</b>	

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.2. **Proof of Carriage of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

14.2.4. All policies shall be written on an occurrence form.

14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

15. **Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

16. **Compliance with Laws.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

17. **Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
18. **Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
20. **Fingerprinting of Employees.** The Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with District pupils until such time as the Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code Section 45122.1. The Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.
21. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors.** The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
  - 21.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.
  - 21.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this

Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

San Rafael City School District  
310 Nova Albion Way  
San Rafael, CA 94903  
ATTN: Mayra Perez  
Deputy Superintendent

**Contractor**

Bay Area Community Resources  
171 Carlos Drive  
San Rafael, CA 94903  
ATTN: Martin Weinstein  
CEO

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in California in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or

invalidated in any way.

**29. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

**San Rafael City School District**

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

Print Name: Mayra Perez

Its: Deputy Superintendent

**Bay Area Community Resources**

Date: 8/22, 2016

By: Martin Weinstein

Print Name: Martin Weinstein

Its: CEO



## Exhibit "A"

### Summary of Compensation

Summary of Exhibits for Independent Contractor  
Agreement for Special Services between SRCS and  
BACR.

Bahia Vista	Exhibit B	\$ 25,000.00	01-6010-0-5840.00-7150-3900-090-242-000
		\$ 106,929.00	01-6010-0-5140.00-7150-3900-090-242-000
Coleman	Exhibit C	\$ 60,980.00	01-6010-0-5140.00-7150-3900-091-242-000
Davidson MS	Exhibit D	\$ 144,299.00	01-6010-0-5140.00-7150-3900-340-242-000
Laurel Dell	Exhibit E	\$ 86,975.00	01-6010-0-5140.00-7150-3900-094-242-000
San Pedro	Exhibit F	\$ 120,047.00	01-6010-0-5140.00-7150-3900-095-242-000
Short	Exhibit G	\$ 86,975.00	01-6010-0-5140.00-7150-3900-097-242-000
Venetia Valley	Exhibit H	\$ 92,670.00	01-6010-0-5140.00-7150-3900-092-242-000
<b>Total</b>		<b>\$ 723,875.00</b>	

# MEMORANDUM OF UNDERSTANDING

*Between*

**Bay Area Community Resources and  
San Rafael City Schools**

*for the 2016-17*

**After School Education and Safety (ASES) Program at Bahia Vista School  
Core Funding**

## SCOPE OF WORK

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at Bahia Vista Elementary School. A total of 120 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Bahia Vista: **Core: 120 students for 180 days**

**This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

**As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

**As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 40 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 7 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.

- Train and support one afterschool staff member to be qualified to be 'acting coordinator' in the event that the coordinator is unable to be present for program.
- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

### Financial Agreements:

The total amount due to BACR for the services required through the **After School Education and Safety Program at Bahia Vista** will be \$131,929. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

**BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.**

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$70,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Bahia Vista Elementary School for the above services is \$131,929—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

San Rafael City Schools

Date

*Martin Weinstein*  
Martin Weinstein, ~~ED~~ BACR  
CEO

*8/8/16*  
Date

# MEMORANDUM OF UNDERSTANDING

*Between*

**Bay Area Community Resources and  
San Rafael City Schools**

*for the 2016-17*

**After School Education and Safety (ASES) Program at Coleman School  
Core Funding**

## SCOPE OF WORK

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at Coleman Elementary School. A total of 60 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Coleman: **Core: 60 students for 180 days.**

### **This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

### **As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

### **As part of this agreement BACR agrees to:**

- Hire qualified afterschool coordinator(s) who will work 30 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 3 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.
- Train and support one afterschool staff member to be qualified to be ‘acting coordinator’ in the event that the coordinator is unable to be present for program.

- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors, volunteers and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

**Financial Agreements:**

The total amount due to BACR for the services required through the After School Education and Safety Program at Coleman will be \$60,980. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Coleman Elementary School for the above services is \$60,980—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

*San Rafael City Schools*

*Date*

*Martin Weinstein*  
Martin Weinstein, ~~ED~~ BACR  
CEO

*8/8/16*  
Date

# MEMORANDUM OF UNDERSTANDING

*Between*

**Bay Area Community Resources and  
San Rafael City Schools**

*for the 2016-17*

**After School Education and Safety (ASES) Program at Davidson Middle School  
Core Funding**

## SCOPE OF WORK

The **After School Education and Safety Program** will serve San Rafael youth from 6<sup>th</sup> through 8<sup>th</sup> grade at Davidson Middle School. A total of 146 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Davidson Middle: **Core: 146 students for 180 days.**

**This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

**As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

**As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 40 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 7 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.



- Train and support one afterschool staff member to be qualified to be 'acting coordinator' in the event that the coordinator is unable to be present for program.
- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### PROVISIONS:

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

**Financial Agreements:**

The total amount due to BACR for the services required through the After School Education and Safety Program at Davidson Middle School will be \$144,299. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

**BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.**

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Davidson Middle School for the above services is \$144,299—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

*San Rafael City Schools*

*Date*

*Martin Weinstein*

---

*Martin Weinstein, ED BACR*  
*CEO*

*Date*

# MEMORANDUM OF UNDERSTANDING

*Between*

**Bay Area Community Resources and  
San Rafael City Schools**

*for the 2016-17*

**After School Education and Safety (ASES) Program at Laurel Dell School  
Core Funding**

## SCOPE OF WORK

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at Laurel Dell Elementary School. A total of 83 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Laurel Dell: **Core: 83 students for 180 days.**

### **This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

### **As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

### **As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 35 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 4 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.
- Train and support one afterschool staff member to be qualified to be ‘acting coordinator’ in the event that the coordinator is unable to be present for program.

- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

**Financial Agreements:**

The total amount due to BACR for the services required through the **After School Education and Safety Program at Laurel Dell** will be \$86,975. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Laurel Dell Elementary School for the above services is \$86,975—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

*San Rafael City Schools*

*Date*

*Martin Weinstein*  
Martin Weinstein, ED BACR  
CEO

*8/8/16*  
*Date*

# MEMORANDUM OF UNDERSTANDING

*Between*

**Bay Area Community Resources and  
San Rafael City Schools**

*for the 2016-17*

**After School Education and Safety (ASES) Program at San Pedro School  
Core Funding**

## SCOPE OF WORK

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at San Pedro Elementary School. A total of 115 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: San Pedro: **Core: 115 students for 180 days.**

### **This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

### **As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

### **As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 40 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 6 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.

- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

## Financial Agreements:

The total amount due to BACR for the services required through the After School Education and Safety Program at San Pedro will be \$120,047. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at San Pedro Elementary School for the above services is \$120,047—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

*San Rafael City Schools*

*Date*

*Martin Weinstein*

*8/8/16*

---

*Martin Weinstein, ~~ED~~ BACR*  
*CEO*

*Date*



**Memorandum of Understanding**  
*Between*  
**Bay Area Community Resources and**  
**San Rafael City Schools**  
*for the 2016-17*  
**After School Education and Safety (ASES) Program at Short School**  
**Core Funding**

## **SCOPE OF WORK**

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at Short Elementary School. A total of 83 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Short: **Core: 83 students for 180 days.**

### **This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

### **As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

### **As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 35 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 4 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.
- Train and support one afterschool staff member to be qualified to be ‘acting coordinator’ in the event that the coordinator is unable to be present for program.

- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

## Financial Agreements:

The total amount due to BACR for the services required through the **After School Education and Safety Program at Short** will be \$86,975. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

**BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.**

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Short Elementary School for the above services is \$86,975—see attached budget.**

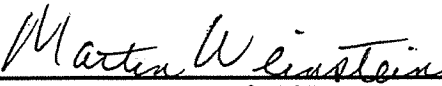
Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

San Rafael City Schools

Date

  
Martin Weinstein, <sup>ED</sup>BACR  
CEO

  
Date

**Memorandum of Understanding**  
*Between*  
**Bay Area Community Resources and**  
**San Rafael City Schools**  
*for the 2016-17*

**After School Education and Safety (ASES) Program at Venetia Valley School**  
**Core Funding**

## **SCOPE OF WORK**

The **After School Education and Safety Program** will serve San Rafael youth from Kindergarten through 5<sup>th</sup> grade at Venetia Valley Elementary School. A total of 88 students will be served daily by BACR in this after school program during the school year through ASES Core Funding. Bay Area Community Resources will be the lead agency and provide the site coordinator. BACR will also supply afterschool assistants and tutors as well as stipended community members to all the schools included in this grant.

The specific grant obligations for BACR are as follows: Venetia Valley: **Core: 88 students for 180 days.**

**This MOU is based upon a number of - agreements**

1. San Rafael City Schools will maintain overall fiscal and programmatic management over the after school programs in the district and the programs will be coordinated by a SRCS program – coordinator, Jennifer Lynch and BACR program managers, Colleen Johnston and Mariana Lopez.
2. The partnership between SRCS and Bay Area Community Resources will help develop vision, guide progress, resolve difficulties and maintain excellence for the programs.
3. All involved agencies and SRCS will be responsible for regularly and openly communicating any issues facing the after school programs and the partnership will be committed to resolving these issues in a fair and collaborative fashion.
4. The lead agency at each site will be responsible for monitoring operating expenses at that site and reporting them to the SRCS as requested.
5. Any substantial change in the use of funds will be approved by the SRCS program coordinator

**As part of this agreement San Rafael City Schools and the participating school sites agrees to:**

- Provide program supervision with site principal and district coordinator (Ms. Lynch)
- Provide regular and appropriate classrooms and multi use rooms (gyms) to run program
- Provide office space with phone, voice mail, computer and printer for coordinators
- Provide access to needed school information-attendance reports, behavior records and grades
- Provide access to student emergency cards for contacting parents
- Provide access to -copier machine and fax machine
- Allow easy and timely access to students during the school day as needed
- Participate in fund development activities as needed to strengthen the program.
- Participate in the hiring of all key ASES funded staff located at the school sites
- Coordinate trainings for direct service staff

**As part of this agreement BACR agrees to:**

- Hire a qualified afterschool coordinator who will work 40 hours per week from August 16, 2016 through June 15, 2017, a total of 200 work days.
- Hire, train and have in place all after school staff prior to the opening of the program
- Recruit, enroll and pay 5 part-time hourly tutors/assistants (approx. 600 hours each) to be placed at the school site.

- Train and support one afterschool staff member to be qualified to be 'acting coordinator' in the event that the coordinator is unable to be present for program.
- Start programs at the school site on August 18 and run for 180 days during the school year through the last day of school on June 8, 2017.
- Work with school staff to identify, recruit and enroll the numbers of students needed to fulfill the grant requirements
- Report attendance numbers to SRCS program coordinator on a monthly basis beginning on 10/1/16
- Send accurately completed expenditure reports on October 30, 2016 (for July 1, 2016- Sept. 30, 2016), January 30, 2017 (for July 1 – December 31, 2016), April 30, 2017 (for July 1 – March 30, 2017) and a final report spanning the program year (July 1, 2016- June 30, 2017) delivered to SRCS no later than July 30, 2017.
- Provide on-site supervision and support to afterschool tutors and assistants.
- Monitor program expenses and pay outside operating expenses in a timely fashion
- Participate in any after school partner meetings as requested
- BACR coordinators will participate in After school coordinators meeting run by SRCS program coordinator
- BACR Program Director and program accountant will participate in grant monitoring meetings at SRCS as requested.
- Provide periodic reviews of all staff, regular agency supervision, consultation and oversight

#### **PROVISIONS:**

- BACR will be the employer of the individuals selected for program participation in the San Rafael City Schools using funds contracted to the agency. BACR will be solely responsible for paying staff salaries, salary related costs and benefits, if any. BACR will maintain worker's compensation insurance for each of its employees as required by law.
- The program coordinator at each site will be responsible for communicating all pertinent information regarding the After School program to the principal of the school or his/her designee. The BACR program director will have regular meetings, as often as necessary, with the principal and site coordinator to discuss any concerns or feedback that impacts the program.
- BACR shall provide written assurance upon request to the San Rafael City Schools that each of its employees has been fingerprinted and cleared such clearance, has been provided child abuse reporting training and has been tested for Tuberculosis.
- BACR shall defend, indemnify and hold harmless the San Rafael City Schools, its agents, officers and employees, from any liability, claim damages, costs and/or judgments caused by or arising out of the acts and/or omissions of BACR, its agents, officers and employees, in connection with this program or performance under this agreement. The San Rafael City Schools shall defend, indemnify, and hold harmless BACR, its agents, officers and employees from any liability, claim, acts and/or omissions of the District, its agents, officers and employees, in connection with this project or performance under this agreement.
- In the event that a coordinator is absent, he/she will call Mariana Lopez at BACR and inform her that the sites 'acting coordinator' will be in charge that day. BACR will provide other coordinators including Mariana Lopez as the lead coordinator as further back-up. Jennifer Lynch will also be informed of any absence.

**Financial Agreements:**

The total amount due to BACR for the services required through the **After School Education and Safety Program at Venetia Valley** will be \$92,670. The 2016-17 ASES Core Budget attached shows the line-by-line breakdown of the expenses.

**BACR and SRCS agree that our mutual goal is to use the State after school funds to serve as many students as possible with the highest quality after school program. Our aim is to deliver services to 100% of the number specified in the grant. If for any reason, attendance falls below the mandated 85% level that could generate involuntary budget reductions from the State, it is understood that BACR will adjust the operational budget to reflect these reductions in the upcoming years.**

Cuts will not be made to the program because of funding deficits during the current school year program. Any additional monies coming into the after school programs through added State funding and/or outside resources shall be covered by separate MOU's.

BACR also agrees to be a full and active member of the after school collaborative, and to provide management, technical and strategic advice as requested by San Rafael City Schools and/or the After School Steering Committee. BACR will provide over \$50,000 of in-kind or repositioned services to the SRCS after school project.

This agreement is for one year of the grant (July 1, 2016 to June 30, 2017) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current or subsequent years will need to be approved by all involved parties. A new operating budget will be drawn up and approved prior to each program year that reflects current income projections and expense allocations.

**The total amount due BACR at Venetia Valley Elementary School for the above services is \$92,670—see attached budget.**

Payment to BACR: 30% on September 15, 2016, 30% on January 15, 2017, 30% on April 15, 2017 and 10% on June 30, 2017.

*The undersigned agree to the terms and conditions of this agreement:*

---

*San Rafael City Schools*

*Date*

*Martin Weinstein*  
\_\_\_\_\_  
*Martin Weinstein, ED BACR*  
CEO

*8/8/16*  
\_\_\_\_\_  
*Date*