

## **MEMORANDUM OF UNDERSTANDING**

*Between*

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

*for the 2015-16*

**After School Education and Safety (ASES) Program at San Pedro School**  
*Second Addendum to Original Contract*

### **SCOPE OF WORK**

The **After School Education and Safety Program** will serve San Rafael youth from 2nd through 5<sup>th</sup> grade at San Pedro Elementary School. A total of 135 students will be served daily by BACR in this after school program during the school year through ASES Core Funding.

This addendum will add ½ the cost of an AmeriCorp member working specially with newcomers during the after school program for the second half of the 2015-16 school year.

#### **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 amendment BACR agrees to:**

- Recruit, screen, hire and place an AmeriCorps member to work with the San Pedro LEAP after school program from March 1, 2016 through June 16, 2016.

#### **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.
- 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.

**Financial Agreements:**

The total additional amount due to BACR for the services required through this addendum **at San Pedro will be \$3,000.**

This agreement is for 6 months (January 1, 2016 to June 30, 2016) pending satisfactory compliance. Any proposed changes in these documented services/procedures in the current year will need to be approved by all involved parties.

Payment to BACR: 100% on May 1, 2016.

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

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*San Rafael City Schools*

*Date*

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*Martin Weinstein, ED BACR*

*Date*