

MEMORANDUM OF UNDERSTANDING
Regarding Joven Noble and Xinachtli Programs

This document constitutes a Memorandum of Understanding (MOU) between Reymundo Armendariz, Program Director d/b/a as "C.A.R.A.S." (the "Service Provider"), and the Gilroy Unified School District, by and through its authorized school representative ("District") in connection with the implementation of the Service Provider's program known as the "Joven Noble & Xinachtli Programs" or the "Program" at all District Schools. The District and Service Provider are sometimes referred to herein as the "Parties" and each as a "Party."

The purpose of this MOU is to outline the Scope of Work (Duties, Roles, and Responsibilities) of the Parties with respect to the implementation of the Program and the Site, all of which is subject to the following terms and conditions:

- I. Term. The term ("Term") of this MOU shall commence on the week of August 2019, and sessions shall be provided every Thursday thereafter until the end of the current fiscal year, June 30, 2020. The Term will expire on the earlier of June 30, 2020, termination of this MOU or upon completion or abandonment of the Program.
- II. Representatives. The Gilroy Unified School district hereby assigns Anna Pulido to serve as the District representative in connection with this MOU. The Service Provider hereby assigns Reymundo Armendariz, Director of Programs 381 First St. Suite B Gilroy, CA (408) 762-8134 rarmendariz@carassouthcounty.org to serve as the C.A.R.A.S. Program representative in connection with this MOU. Written notice, including updated contact information, shall be provided to the other Party at least 10 day prior to replacing a representative.
- III. Service Provider Scope of Work / Responsibilities and Exclusions:
 - A. Provide one or more trained and licensed facilitators (each a "Facilitator") to conduct Jovenes Nobles & Xinachtli Programs group sessions and one-on-one sessions with GUSD students.
 - B. Sessions shall begin at 10:15am and conclude at 11:35am, start/finish time every session.
 - C. Service Provider agrees to conduct one weekly session for the duration of the 2019-2020 fiscal years. Beginning the week of August 16th and ending June 7th, 2019 for a total of 37 sessions. Each session will not exceed 14 participants during any one session.
 - D. Service Provider agrees to coordinate with the District representative all schedules and other needs of the Program to ensure successful completion of the Program.
 - E. Service Provider will provide a written report on results/outcomes achieved from participation upon completion of the sessions described above, and in no event later than 30 days after the end of the Term or other termination of this MOU or the services herein contemplated.
 - F. Service Provider shall not be responsible for opening or closing assigned classroom facility, nor setting up or cleaning the facility before or after each session.
 - G. Service provider is responsible for returning facility to order and degree of organization facility was in prior to starting program sessions.
 - H. Service Provider will not be responsible for providing any collateral training materials such as flip charts, easel stands, dry erase markers etc.
 - I. Service Provider shall have the option of requesting that curriculum materials be copied/reproduced by the District at no cost to Service Provider (limited to copies required for

the sessions herein contemplated). Service Provider shall deliver materials to be copied/reproduced to the District representative at least 72 hours in advance of the time scheduled for the session at which the materials will be required.

J. Service Provider will notify the District representative at least 48 hours in advance of the cancellation of any session; provided that, in the event of an emergency (such as an en-route accident or sudden illness, act of god or other occurrence outside the control of the Service Provider staff) notice shall be provided at soon as practicable after the emergency occurs. The representative of Service Provider will, within five business days of the cancellation, contact the District representative to reschedule the canceled session(s) for a date and time prior to the end of the Term.

K. As a condition of this agreement and prior to teaching any classes or instruction, all Facilitators (including C.A.R.A.S. facilitators and volunteers) and any other Service Provider staff or representatives that might have contact with students, shall submit to fingerprinting and a Department of Justice (DOJ) criminal convictions deemed to be in conflict or risk to youth programs. All clearances must be completed with results in and evaluated prior to the first day of class/instruction. The Service Provider shall provide a certificate to the District concerning the background checks.

o All C.A.R.A.S. Facilitators and volunteers and any other service provider staff or any representative that may be in contact with students shall go through the fingerprinting process by the DOJ and FBI which includes Megan's' Law (PC 290 (a)(2)(A)-(E).

L. As a condition of this MOU, Service Provider will ensure that confidential information concerning the students that may come to the attention of Service Provider in connection with the Program shall not be disclosed to any unauthorized persons or parties by Service Provider or the Facilitators.

IV. District Responsibilities and Exclusions

A. District shall make available, at the Site and at no cost to Service Provider, adequate space (office or classroom, as deemed appropriate by District) sufficient for Service Provider to conduct the agreed-upon Jovenes Nobles & Xinachtli Program sessions and one-on-one sessions with District students.

B. District agrees to provide administrative support and coordinate with the C.A.R.A.S. Program representative all schedules and other needs of the Program. Specifically, District agrees to coordinate referral/ recruitment aspects of enrolling District students to participate in the Jovenes Nobles & Xinachtli Program sessions and one-on-one sessions. Coordination includes the distribution of all collateral materials provided by Service Provider in a timely manner for copying/reproduction or distribution. Timely manner means, not less than 72 hours in advance of the session at which the materials will be required.

C. The District representative shall provide access to the assigned facility classroom to the Facilitator ½ hour prior to commencement of each Program session. If the District representative is not able to provide access for any session, he or she shall contact the C.A.R.A.S. Program representative (via fax, phone or email at least 12 hours in advance of the session) to provide the name and contact information of an assigned designee, regarding facility access and any issues that may arise during the course of classroom sessions.

- D. The District representative shall secure the District facilities following each session. The District agrees that it shall be solely responsible for securing its facilities at the conclusion of each session.
- E. The District representative shall arrange to have all required materials (including pencils, writing paper, seating etc.) available for participants.
- F. If a session is canceled due to District failure to provide access to facilities to the Facilitator or at the request of the District for any reason, the Service Provider will be under no obligation to make up the session, unless both parties agree to add a make-up session for just cause. Service Provider shall be given credit for the lost session regardless if session is cancelled by District or if the facility is not made available or accessible for the scheduled session.

V. Contract Amount and Payment Terms

Total contract amount, payments under this MOU, will not exceed \$0.00. Progress payments will be invoiced by Service Provider as earned (incurred) to provide the services for the Program. C.A.R.A.S. will submit, within 10 days of the end of each calendar month during the Term, a monthly "request for payment" enclosing a statement of activity covering expenditures made/services provided in favor of the Programs and service under this MOU. Expenditures will be segregated into the following line items:

- Salaries and Wages
- Related benefits incurred in the period reported
- Other costs

Payment on the invoiced amounts/entries approved by the District will be made within 60 days from the date of receipt of the request. Notice of any disapproved invoices or invoiced amounts/entries will be given by District to Service Provider within 30 days of receipt of the invoice. The Parties agree to arrange meetings or conferences to discuss any contested items.

VI. Performance

An annual report with backup documentation will be submitted by Service Provider to the District after the end of the fiscal year 2019-2020. A clear audit trail, including but not limited to records of receipts and expenditures, will be maintained by Service Provider for at least three (3) years following the end of the Term or other termination of this MOU. All such records will be provided to the District upon request.

This MOU is entered into for the 2019-2020 fiscal year, constitutes the entire agreement and understanding of the Parties with respect to the matters herein covered and may be modified at any time by mutual written agreement of the Parties.

VII. Insurance / Indemnity

Service Provider is required to secure and maintain liability insurance for \$1,000,000 per occurrence and \$1,000,000 aggregate. Such policies shall be endorsed to name and endorse the District, its Board of Trustees, officers, agents, representatives, and employees as additional insureds. If the Service Provider has employees, it shall provide the District written proof of workers compensation

insurance as required by California Labor Code Section 3700 et. seq. Service Provider shall indemnify and hold harmless District, its Board of Trustees, officers, representatives, agents, and employees against any and all suits, damages, costs, fees, claims, demands, causes of action, losses, liabilities, and expenses, including without limitation attorney's fees, to the extent arising or resulting directly or indirectly from any act or omission of Service Provider or Service Providers assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Signature(s): _____

Chair, Executive Board
Community Agency for Resources
Advocacy & Services (C.A.R.A.S.)

Date: _____

Signature: _____

Date: _____

Program Director
Community Agency for Resources
Advocacy & Services (C.A.R.A.S.)

Date: _____

EXHIBIT B
TO AGREEMENT FOR EDUCATIONAL SERVICES WITH
_____, dated June, 2019

CERTIFICATIONS

- None.
- See Attached, the following (check all applicable):
 - Fingerprinting/Criminal Background Certification.
 - Tuberculosis Clearance.
 - Other; _____

FINGERPRINTING/CRIMINAL BACKGROUND CERTIFICATION

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than District staff to come into contact with District students)

The undersigned does hereby certify to the governing board of the District that I am a duly authorized representative of the Consultant under the Agreement for Services ("Agreement") to which this Certification is attached. I further certify as follows:

I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its sub-consultants' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all of its sub-consultants' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

____ Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Consultant's employees and District pupils at all times; and/or

____ Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Consultant's employees and its sub-consultants' employees is

Name: _____

Title: _____

____ The Work on the Contract is at an unoccupied school site and no employee and/or sub-consultant or supplier of Contract shall come in contact with the District pupils.

Consultant's responsibility for background clearance extends to all of its employees, sub-consultants, and employees of sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: 6.5.19

Legal Name of Consultant: Augustina Armendariz

Signature: Sally Armendariz

By (Name of signatory): W. H. M. D. O'Leary

Its (Title): [Signature]

TUBERCULOSIS CLEARANCE

(NOTE: This Certification is required in connection with all agreement for services and public work contracts that might allow persons other than District staff to come into contact with District students)

The undersigned does hereby certify to the Board of the District as follows:

1. I am a representative of the Consultant currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant. Consultant's responsibility for tuberculosis clearance extends to all of its employees, sub-consultants, and employees of sub-consultants coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.
2. The following item applies to the Services that are the subject of the Agreement:
 - The Consultant ensures that each person providing any portion of the Services has submitted to an examination by a physician or surgeon, within 60 days of Board approval of the contract, or if previous contractor to the District, within the last four years, and each such person is free of active tuberculosis.
 - o If there is however a positive result, chest x-ray verification is required.
 - o Upon the District's request, a complete and accurate list of Consultant's employees and of all of its sub-consultant's employees, who may come in contact with District pupils in connection with the Agreement, will be furnished and the date of each person's examination will be included.
 - The Services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

By signing below on behalf of Consultant, I certify that I am an authorized signatory and that the information provided herein is true and accurate. I further certify that during the Term of this Agreement, if I learn of additional information which differs from the responses provided above, or if I engage an additional employee/agent/volunteer/subcontractor or representative to provide Work or Services under the Agreement, I shall forward this additional information to the District immediately.

Date:

4/5/19

Legal Name of Consultant:

Augustina Armendariz

Signature:

Augustina Armendariz

By (Name of signatory):

Walter M. Ortiz

Its (Title):

Director of Education