

MEMORANDUM OF UNDERSTANDING/ SCOPE OF SERVICES CONTRACT

Re: Additional After School Program Classes (Non-ASES funded)

Between

Center for Fathers and Families

AND

Natomas Unified School District

This memorandum of understanding (MOU) is between the Natomas Unified School District (Hereinafter referred to as the District) and Center for Fathers and Families. (Hereinafter referred to as CFF). It is expressly understood and agreed to by all parties as follows:

I. Purpose: This MOU establishes an interagency collaboration consisting of the above-mentioned parties whose purpose is to develop, maintain and sustain programs that offer support services at Jefferson Elementary during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students.

II. Description of Collaborative Services: The District and CFF will work collaboratively to develop, support, coordinate, and provide academic, enrichment programs and recreational activities for an additional fifty (50) students at Jefferson Elementary above the ASES contracted amounts. This partnership is designed to provide students avenues to expanded learning opportunities and promote academic achievements of children; assist children and adults from low-income families to achieve challenging State content standards; provide opportunities for parents to actively participate in their child's education, and provide safe, supervised and quality after school care for families and deter, tobacco, alcohol and other drug use.

III. Terms

The terms of this MOU shall commence August 8, 2018 and then extend through June 30, 2019. Terms will be reviewed and modified annually, unless either party gives written notice of termination.

IV. Termination Clause:

Either party may terminate this MOU in thirty (30) days upon written notice of intention to terminate the agreement with or without cause.

V. Roles and Responsibilities:

District:

1. Provide a consistent contact person regarding this project/partnership.
2. Provide grant wide coordination including but not limited to project oversight, management of collaborative partners and processes, budget and grant compliance.
3. Provide space and assist with supervision of students for various projects.
4. Provide for evaluation and/or survey of projects as required.
5. Provide funding for the program pursuant to California *Education Code* 8482 and administrative regulations for the After School Education and Safety Program (ASES).
6. Provide compensation in an amount not to exceed \$35,000 annually.
7. Disburse twenty-five percent (25%) of the funds upon conclusion of the MOU and/or District contracting process.
8. Disburse the remainder of the funds over three additional payments throughout the school year.
9. Agrees to provide healthy snacks daily for each student.

CFF:

1. Provide a comprehensive after school enrichment/recreation program to include up to one hour of homework and tutoring assistance daily from school closure until 6:00 PM. Enrichment program proposals will be presented to school/district 30 days prior to program start for approval. Estimated program times include:
 - 3:00 p.m. to 6:00 p.m. on regular school days
 - 2:45 p.m. to 6:00 p.m. on early release days
 - 1:20 p.m. to 6:00 p.m. during minimum days
2. Program elements shall also include other educational and enrichment/recreational and safety prevention activities.
3. Will work closely with SCHOOL SITE and DISTRICT to keep student enrollment and daily attendance as close to fifty (50) students per day. Student days of attendance will be monitored and adjustments made to ensure that the program maximizes all funding reimbursements yet not exceed available funding.
4. Maintain and provide to the district timely attendance and program activities records.
5. Participate in advisory boards, staff meetings and other planning meetings to assist in monitoring the implementation of the project and facilitate collaboration.
6. Communicate progress of project/partnership development on a timely and consistent manner to both the District and Jefferson Elementary.
7. Share new partnership opportunities with the District.
8. Advertise, when possible, project/partnership in newspaper, events, press releases, etc.
9. Provide a site coordinator and sufficient staffing to meet the minimum requirement of the grant to maintain a 25:1 adult/student ratio.
10. Assure that all staff members who directly supervise students shall meet at minimum the qualifications for a para-educator in the school district.
11. Invoice the district for reimbursement of costs. Initial invoice shall be for 25 percent of anticipated earnings. Subsequent invoices shall be made at minimum quarterly based on actual attendance.
12. Program Manager will be a credentialed teacher.
13. All obligations including evidence of required insurance coverage, and fingerprinting and background checks, must be completed and satisfactory evidence of compliance provided to the District, on or before August 8, 2018. Contractor is aware of the provisions of Education Code Section 45125.1 and will comply with such provisions before commencing performance of the work of this agreement. Fingerprinting and background clearance is required for Contractors employees, mentors, volunteers, subcontractors, or staff who may have contact with District pupils in the course of performance pursuant to this agreement. Contractor shall also comply with all other reasonable requests that may be made by the District to ensure the Contractor's ability to timely and properly provide services as called for by this Contract.

The School site shall:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
3. Help recruit students into the Program and provide the Program access to participant parents.
4. Help with school site program evaluation information.

5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements needed to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.

VI. Insurance.

1. Consultation shall procure and maintain at all time it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

| Type of Coverage | Minimum Requirement |
|---|--------------------------------|
| Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate | \$1,000,000 \$2,000,000 |
| Automobile Liability Insurance – Any Auto Each Occurrence General Aggregate | \$1,000,000 \$2,000,000 |
| Professional Liability | \$2,000,000 |
| Workers’ Compensation | Statutory Limits |
| Employers’ Liability | \$2,000,000 |

2. Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, 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, or forms substantially similar, if approved by the District)

a) **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, Consultant shall be required to secure workers’ compensation coverage for its employees. Is 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 any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

b) **Professional Liability (Errors and Omissions).**

Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of Agreement plus two (2) years thereafter.

3. Proof of Insurance. Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

a) 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."

The District may, in its discretion, allow Consultant to agree in writing that Consultant, or Consultant's insurance broker or producer, in lieu of Consultant's insurance carrier, shall provide the thirty (30) days' notice required above.

b) 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.

c) An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's Insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

d) All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

4. Acceptability of Insurers.

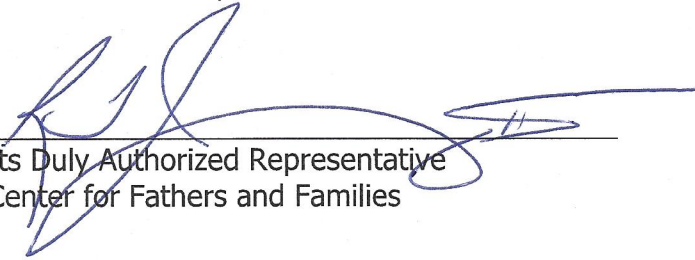
Insurance is to be placed with Insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

VII. Hold Harmless:

Each party agrees to and does hereby indemnify and hold harmless the other party and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of an injury to or death of any person(s) or damage to or loss of any property caused by any act, neglect, default, or omission of the indemnifying party, or any person, firm or corporation employed by the indemnifying party, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this Contract, whether said injury or damage occurs either on or off the indemnifying party's property. Each party at its own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against its governing board, officers, or employees in any action, suit, or other proceedings resulting from activities described above.

VIII. Amendments

Amendments to the MOU may be consummated only with a mutual written agreement from both parties.



Its Duly Authorized Representative
Center for Fathers and Families

5/30/2018
Date

Kristen Coates
School Leadership and Support
Natomas Unified School District

Date