



CYPRESS SCHOOL DISTRICT
Memorandum of Understanding
Between

Cypress School District and Boys & Girls Club of Cypress

This Memorandum of Understanding (MOU) is entered into by **Cypress School District**, herein referred to as *District*, and **Boys & Girls Club of Cypress**, herein referred to as *Contractor*, to provide the services for the After School Education and Safety (ASES) grant funded program serving children enrolled at King Elementary School.

1. PURPOSE

Program funds shall be used by Contractor to operate an after-school enrichment program for eligible King Elementary students. The program will include academic components to promote achievement, and a range of services and programs to support the mental, physical, social and emotional development of participating students.

2. SCOPE OF WORK

Contractor agrees to manage the after school enrichment program in accordance with policies and procedures issued by the District.

3. TOTAL AGREEMENT AMOUNT AND PAYMENT RATE

A total agreement of \$337,500.00 (\$112,500/year), less the state approved indirect cost rate.

4. TERM

The term of this Agreement shall begin on July 1, 2017 and end on June 30, 2020. This Agreement aligns with the After School Education and Safety (ASES) Program Grant, beginning July 1, 2017 to June 30, 2020.

5. RESPONSIBILITY

The work will be performed by the Contractor under the direction of Tandy Taylor, Director of Instructional Services, of the Cypress School District.

6. TERMINATION

This agreement may be terminated by either party, at any time, upon thirty (30) days prior written notice.

7. BUDGET CONTINGENCY

It is mutually agreed that if sufficient funds are not appropriated for the program in the current year budget and/or subsequent years covered under this agreement, then this agreement shall be of no further force and effect. In this event, the District shall have no liability to pay any funds to the Contractor or furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this agreement.

8. AUDIT AND INSPECTION OF RECORDS

The Contractor shall maintain, and the District shall have the right to examine and audit, all of the books, records, documents, accounting procedures and practices and other evidence regardless of form or type, sufficient to properly reflect all costs claimed to have incurred or anticipated to be incurred in performing the contract. Within ninety (90) days of termination of services at any site, Contractor agrees to turn over all relevant records from program operations to the District, including, but not limited to, attendance records, accounting documents, cancelled checks, and expense receipts.

The Contractor shall make said evidence available to the District at all reasonable times and without charges to the District. Said material shall be provided to the District within five (5) working days of a written request from the District. The Contractor shall, at no cost to the District, furnish assistance for such examination/audit. The Contractor and its suppliers shall keep and preserve all such records for a period of no less than five (5) years, and in no event for a period shorter than required by the funding grant, from and after final payment or contract termination. The District's rights under this section shall also include access to the Contractor's offices for the purpose of interviewing the Contractor's employees.

The Contractor's failure to provide records or access within the time requested shall preclude Contractor from receiving any payment due under the terms of this contract until such evidence/documents are provided to the District.

9. ASSIGNMENT OR TRANSFER

Neither this contract, nor any portion hereof, or interest herein shall be assigned or transferred by either party.

10. INSURANCE

As a material condition of this agreement, the Contractor shall maintain at its sole expense for the duration of this agreement and if applicable throughout the close-out period of all program activities, a program of insurance or self-insurance, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with its performance or non-performance pertaining to this agreement. The Contractor shall name the District as additional insured and shall reference this agreement.

The Contractor shall furnish the District with satisfactory written evidence of insurance for the services provided herein, and the additional insured endorsement prior to commencement of this contract. Each insurance policy or self-insurance program required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar day's prior written notice. Each insurance policy shall be provided by an insurance organization acceptable to the District with a rating of at least "A" or better and authorized by the California Insurance Commissioner to transact insurance business in the State of California.

Minimum Scope and Limits of Insurance and/or Self Insurance:

General Liability Coverage for injury, damage, or loss, including, but not limited to, premises and operations, contractual liability, independent contractors, personal injury, and professional liability for errors and omissions with limits of not less than the following:

General Aggregate:	\$2,000,000.00
Products/Completed Operations Aggregate:	\$1,000,000.00
Personal & Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00

If coverage is written on claims made form, such coverage shall be endorsed to provide an extended period of not less than one year following the termination of this contract.

Comprehensive Auto Liability insurance which shall be endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000.00, per occurrence.

Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000.00
Disease – policy limit:	\$1,000,000.00
Disease – each employee:	\$1,000,000.00

The Contractor agrees to provide Workers' Compensation Insurance covering services to be provided by Contractor under this contract, or to self-insure such services.

11. INDEMNIFICATION

Contractor agrees to hold harmless and indemnify the District, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder, and Contractor agrees to defend any and all actions, suits or other legal proceedings, at Contractor's own expense, cost and risk, that may be brought or instituted against the District, its officers, agents and employees, on any such claim or demand, and pay or satisfy any final judgment or award against the District, its officers, agents or employees in any such action, suit or legal proceeding.

District agrees to hold harmless and indemnify the Contractor, its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to death of persons or damage to, destruction, loss or theft of property arising out of willful misconduct or negligence by District hereunder.

12. EQUIPMENT

Contractor acknowledges that all equipment necessary for the program will be purchased on behalf of the District for After School Education and Safety (ASES) program. District shall maintain title to all equipment for the program.

13. IN-KIND CONTRIBUTION

The Contractor agrees that in-kind contribution to the program is integral to the on-going success of the program. The Contractor agrees to contribute 20% to the program during the term of this agreement. In-kind contributions shall be demonstrated in an In-Kind Financial Budget report to be submitted to the District on an annual basis.

14. REPORTING REQUIREMENTS

The Contractor shall submit to District all financial documents including a written budget of estimated expenses for each program site at the beginning of the District's fiscal year and statistical and narrative reports required by District, as further outlined in the policies and procedures issued by the District. At a minimum, Contractor agrees to submit the following reports: program budget for the term of this agreement, to be submitted within thirty (30) days of the commencement of services; year-end accounting reconciliation; State and Federal evaluation templates; and attendance track records. All such reports shall be submitted on a timely basis. Cypress School District reserves the right to place additional reporting requirements on the Contractor as appropriate.

15. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this agreement shall be deemed to confer any rights upon, no obligate any parties thereto, to any person or entity other than the parties hereto.

16. CHANGES TO THE CONTRACT

This agreement represents the entire agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This contract may be amended or modified only by an amendment in writing signed by both parties.

17. DISPUTES

All legal claims must be mediated in the County of Orange within the State of California.

In the event of a dispute or claim arising out of or relating to the contract, both parties agree to engage in mediation prior to seeking any legal relief.

If either party brings an action or proceeding in order to enforce the provisions of this agreement, each party shall bear the cost of its own attorney's fees.

18. GOVERNING LAW

This agreement shall be governed by the laws of the State of California both as to interpretation and performance.

19. COMPLIANCE

The Contractor shall conduct the program in compliance with all current and applicable laws and regulations. The Contractor shall also execute activities and expend resources in conformity with the guidelines in the grant.

20. INTERPRETATION

Should interpretation for this agreement, or any portion thereof, be necessary, it is deemed that this agreement was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that said party prepared the agreement or caused it to be prepared. The captions and headings of the various sections of the agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective sections hereof.

21. INDEPENDENT CONTRACTOR

This agreement is by and between the District and Contractor and is not intended, and shall not be construed by the aforementioned parties or any third parties, to create the relationship of principal or agent, officer, employee, partnership, joint venture or any other business or legal association. Contractor understands and agrees that all persons furnishing services on behalf of Contractor pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of Contractor and not of District. Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this contract.

During the entire term of this contract, the Contractor shall fully comply with the provisions of Education Code 45125.1 (Fingerprint Requirements).

23. NOTICES

All notices or demands to be given under this agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) United States mail, mailed either by registered or certified mail, return receipt requested. Service shall be considered given when received if personally served or if mailed on the fifth day after deposit in any United States Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Cypress School District
9740 Moody Street
Cypress, CA 90630
Attention: Tandy Taylor
(714) 220-6921 Telephone
Email: ttaylor@cypsd.org

Contractor:

Boys and Girls Club of Cypress
10161 Moody Street
Cypress, CA 90630
Attention: Anne Hertz
(714) 527-2697 Telephone
Email: ahertz@bgccypress.org

24. EDUCATION CODE

In accordance with Education Code Section 17604, this agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the governing board duly passed and adopted.

The undersigned hereby certify that they are authorized to bind their respective agencies.

CYPRESS SCHOOL DISTRICT

Signature

Tandy Taylor

Director of Instructional Services

9470 Moody Street
Cypress, California 90630
(714) 220-6921

Date

BOYS AND GIRLS CLUB OF CYPRESS

Signature

Name and Title of Authorized Representative

10161 Moody Street
Cypress, CA 90630
(714) 527-2697

Date