

This Memorandum of Understanding ("MOU") is dated this 1st day of September 2017, by and between Berkeley Unified School District hereinafter referred to as BUSD and YMCA of the East Bay hereinafter referred to as "CONTRACTOR" whose place of business is Berkeley, CA, for Professional Services.

This Memorandum of Understanding represents the services which "CONTRACTOR" will provide to the "BUSD" at The Vera Casey Center, Berkeley, CA during the 17-18 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY – Contractor

YMCA of the East Bay is a non-profit child care and support agency serving the East Bay.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

CalSAFE Services: These services are for BUSD eligible student parents and children of BUSD student parents and shall include:

- Provide and/or coordinate outreach and integrated support functions to eligible students under the Cal-SAFE Program in accordance with applicable law.
- The YMCA will complete an intake procedure for each pupil and their child upon entry into the program. Based upon information provided during the intake procedure, the YMCA shall determine and provide the appropriate services.
- The YMCA will complete an Individual Service Plan (ISP) with each enrollee upon intake and will provide appropriate services and referrals as needed and agreed upon thereafter. All services shall meet district academic standards. These services shall not duplicate those currently provided to the pupil by the local Adolescent Family Life Program or Cal-Learn program.
- The YMCA will provide child development services for a maximum of seven hours per day for infants, for a minimum of 180 days per year. The calendar shall be mutually approved by the District and the Contractor upon renewal of the agreement.
- Develop and maintain operating guidelines for implementing an effective pregnant and parenting support services program.
- Conduct intensive outreach activities to identify eligible adolescents in Berkeley to participate in the Vera M. Casey Teen Parenting Collaborative and to receive additional services offered through the program.
- Create and maintain intake process for VCC to ensure that Cal-SAFE students are assessed to determine the appropriate level and types of services.
- Provide and/or coordinate health and prenatal services, parenting education and socio-emotional support, and child development services to their children which include but are not limited to parenting education and life skills classes, home-to-school transportation, academic support and youth development services, comprehensive health education, career counseling, peer support groups, family support and development services, and child and domestic abuse prevention education.
- Collaborate with the City and BUSD to ensure effective and coordinated services to enrollees, including but not limited to child care, health evaluations, parenting classes, and healthy children information.
- Create and maintain inter-agency agreements servicing eligible teenagers and have referral mechanisms to health care, mental health, WIC, and academic evaluation and support for both the student and their children.
- Participate as an active member in a collaborative structure and steering committee to assist in the oversight of the Program.
- Develop and maintain procedures to monitor program activities and conduct program evaluation that include data collection, analysis of data, and an evaluation.
- Provide BUSD the appropriate data and documentation to meet Cal-SAFE Program reporting and invoicing requirements.
- Manage Cal-SAFE funds in the separate student support services account and may only be expended to pay for the direct costs of instructional programs, documented direct support costs, allocated direct support costs, indirect charges, and facility costs pursuant to *Education Code* Section 54749(d).
- Develop benchmarks and create ISP and life goals for enrolled students to determine program success.
- Develop and maintain record keeping system and required reports.
- Develop and maintain continuous in-service training for school staff on teen pregnancy and parenting-related issues and the impact on teenagers.

- Develop or identify curriculum for use with pregnant and parenting adolescents.
- Purchase instructional materials, books and supplies for parenting education classes.
- Develop and maintain collaboration with other City and community based agencies striving to serve the same population to ensure optimal referrals and efficient continuum of service delivery.

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on July 1, 2017. Work to be completed by June 30, 2018.

ARTICLE IV: REQUIREMENTS OF THE BUSD

To support the delivery of quality educational services to students and the school, as part of this MOU, the BUSD agrees to the following:

- BUSD Shall provide access to attendance reports to students to verify attendance at Berkeley schools while students are attending child care
- Reimburse YMCA of Central Bay Area for child care services for eligible children of BUSD student parents
- Reimburse YMCA of Central Bay Area for parental support services for eligible participating BUSD student parents

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of BUSD Principal/Manager: Maria Carriedo.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with BUSD pupils, the Contractor shall comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding the submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with BUSD pupils until such time as the Contractor has verified in writing to the governing board of BUSD that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. The Contractor's responsibility shall extend to all of its employees, subcontractors, agents, and all employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by BUSD, 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 MOU, shall be provided in writing to BUSD prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

Contractor expressly agrees that: (1) Contractor and all of Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony. Contractor is required to fulfill these requirements at its own expense; (3) Contractor certifies herein that none of its employees who may come in contact with pupils have been convicted of a serious or violent felony.

Contractor further expressly agrees that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school site office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school site office staff of their proposed activities and locations at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without informing the school site office prior to any such change in location; (4) Contractor and Contractor's employees shall not use pupil restroom facilities; and (5) if Contractor and/or Contractor's employees find themselves alone with a pupil, Contractor and Contractor's employees shall immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

INITIALS OF Contractor 

ARTICLE VII: INSURANCE

- a) 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.
 - i) **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and 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) Commercial General Liability insurance shall include contractual liability, products liability, completed operations and broad form property damage coverage.

- ii) **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 MOU 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.
- iii) **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to the Contractor's profession.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products Liability, Completed Operations and Broad Form 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 \$ 1,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- b) **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 coverage's have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
 - i) 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."
 - ii) 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.
 - iii) 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.
 - iv) All policies shall be written on an occurrence form.
- c) **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.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless BUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the Contractor or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the Contractor, whether authorized by this MOU or not. Contractor further agrees to waive all rights of subrogation against BUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of BUSD or any of its agents or employees.

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The BUSD agrees to pay Contractor a total of up to \$60,000 for the services described above. Complete the chart below to provide justification for the total contract cost. List of the description of services, the number of staff providing services, hourly rates, and costs of materials to be provided.

Contract Cost Justification for MOU				
# staff / presenters	Description of services to be provided	Hourly/Daily Rate or cost	Qty	Total
	Provide child care services as described above for the children of BUSD student parents attending school.	\$ 65.50 Per Child Per Day or county rate whichever is higher.	Not to exceed	\$ 30,000
	Provide parent support, outreach, classes for BUSD student parents attending school. Rate is per participating student parent	\$ 3,500	Not to exceed	\$ 30,000
Description of materials provided by Contractor (i.e., binders, workbooks, CDs/DVDs, etc.)		Cost	Qty	Total
Training materials, stipends for attendance, tutoring (as needed) included in cost per student rate.		\$		\$
If needed, provide additional detail justification below.			Total :	\$

- b) The BUSD agrees to pay the Contractor the contracted amount in quarterly payments. Each payment will be based on an invoice submitted by the Contractor on the last day of each quarter. The Invoice is to be generated by the Contractor on appropriate letterhead or form and shall include: description of services rendered during the invoice period; date and hours of services, hourly rates of staff or the specific services provided during the month and a total. Invoices are to be sent to **Berkeley Unified: Attention Accounts Payable, 2020 Bonar Street, Suite 217B, Berkeley, CA 94702.**
- c) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the BUSD upon request.

ARTICLE X: TERMINATION

- a) **For Cause:** BUSD may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
- Material violation of this MOU by the Contractor; or
 - Any act by Contractor exposing BUSD to liability to others for personal injury or property damage; or
 - 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.
- b) BUSD may secure the required services from another Contractor. If the expense, fees, and/or costs to BUSD exceeds the cost of providing the service pursuant to this MOU, the Contractor shall immediately pay the excess expense, fees, and/or costs to BUSD upon the receipt of BUSD'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 BUSD.
- c) **Without Cause By BUSD:** BUSD may, at any time, with or without reason, terminate this MOU and compensate Contractor only for services satisfactorily rendered to the
- d) date of termination. Written notice by BUSD 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.
- e) **Upon Termination:** Contractor shall provide BUSD with all documents produced maintained or collected by Contractor pursuant to this MOU, whether or not such documents are final or draft documents.

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between BUSD and the Contractor with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between BUSD and the Contractor are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

In the event of dispute about any invoice or the quality of work of the "CONTRACTOR", the "BUSD" and "CONTRACTOR" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS

Contractor shall observe and comply with all rules and regulations of the governing board of BUSD 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 MOU is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify BUSD, in writing, and, at the sole option of BUSD, any necessary changes to the scope of the Work shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from BUSD. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying BUSD of the violation, Contractor shall bear all costs arising therefrom.

ARTICLE XV: COPYRIGHT

Any written product produced as a result of this MOU shall be a work for hire and shall be the property of BUSD.

ARTICLE XVI: AMBIGUITY

The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity

ARTICLE XVII: ASSIGNMENT

Without the prior written consent of BUSD, this MOU is not assignable by the Contractor, either in whole or in part.

ARTICLE XVIII: GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

CONTRACTOR

Contractor / Agency Name: Pamm Shaw, Executive Director
Address: YMCA of the East Bay /Early Childhood Impact
2009 Tenth Street, Berkeley, CA 94710, 510-809-2277

Cheri Mezzapelle, VP/CFO
YMCA of the East Bay, 2330 Broadway, Oakland 94612, 510-549-4522

Signature:  **Date:** 11-6-17

BERKELEY UNIFIED SCHOOL DISTRICT

By Superintendent / Deputy: _____

Signature: _____ **Date:** _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Yong Men's Christian Association of the East Bay

2 Business name/disregarded entity name, if different from above
dba YMCA of the East Bay

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ **501c(3)**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **1**
Exemption from FATCA reporting code (if any) **501 c3**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2330 Broadway

6 City, state, and ZIP code
Oakland, CA 94612

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

or

Employer identification number								
9	4	-	1	1	5	6	6	3
								5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

10/16/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.