



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

After-School Child Care
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the Linden Unified School District ("LUSD") and the YMCA of San Joaquin County ("Y-SJC") effective January, 2014. This agreement shall remain in effect for a period of three (3) years, with an option to renew annually for two (2) subsequent year periods upon consent of both parties.

A. LUSD shall do the following:

1. Provide the Y exclusive use of the following facilities during the noted dates and times for the listed programs:

a. Linden Elementary School Classroom (exclusive use):

- i. Afterschool Program
- ii. Use of one portable classroom space for the program one week prior to school starting through one week after school year finishes. (RM. 44)
- iii. Monday through Friday – 1pm till 6pm
- iv. Provide Y staff with keys and anything else needed, at least a week in advance of the commencement of each program, to provide access to the buildings, classrooms, bathrooms and other related spaces.

b. Waverly Elementary School Classroom (exclusive use):

- vi. Afterschool Program
- ii. Use of one classroom space for the program one week prior to school starting through one week after school year finishes. (RM. 9)
- iii. Monday through Friday – 1pm till 6pm
- iv. Provide Y staff with keys and anything else needed, at least a week in advance of the commencement of each program, to provide access to the buildings, classrooms, bathrooms and other related spaces.

2. Assist in the promotion of the above programs by:

a. Distributing Y provided promotional flyers through LUSD's regular channels to LUSD parents.



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- b. Announcing the programs in LUSD newsletters
 - c. Remind principals of the upcoming programs during regular principal meetings.
 - d. Allow the Y-SJC access to display banners on school property to promote the afterschool programs.
3. Provide custodial maintenance of facilities and utilities cost at each site.

B. Y-SJC shall do the following:

1. During the entire term of the MOU and any extension or modification thereof, the Y-SJC shall keep in effect insurance policies meeting the following requirements:
 - a. **Liability Insurance:** The Y-SJC shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00), combined single limit per occurrence and three million dollars (\$3,000,000.00) aggregate providing damages liabilities with specific language referencing bodily injury, molestation, child abuse, and property damage. It is agreed that the insurance provided by the Y-SJC is endorsed as primary to any similar insurance or self-insurance carried by LUSD.
 - b. **Worker's Compensation:** If the Y-SJC employs any person to perform work in connection with the agreement, the Y-SJC agrees to provide workers compensation insurance for Y-SJC employees and agent's and agrees to hold harmless and indemnify LUSD for any and all claims arising out of injury, disability, or death of the Y-SJC employees or agents.
 - c. The Y-SJC shall furnish LUSD Certificates of Insurance evidencing the coverage specified under this agreement and specifying said insurance shall not be canceled without thirty (30) days prior notice to LUSD.
2. Insure that all Y-SJC employees who provide these services on site at LUSD are DOJ fingerprinted and cleared pursuant to Education Code section 45125.1 and have been examined for tuberculosis pursuant to Education Code section 49406(f).
3. Provide a sufficient number of state licensed trained and DOJ fingerprinted and background checked staff to safely operate all programs.
4. LUSD proof of 501-C3 status prior to starting programs.



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5. Provide and distribute to schools sites brochures, flyers and registration material for all Linden collaborative programs, and provide articles for publication in LUSD newsletters.

C. Term and Termination:

1. This agreement is effective as of the date set forth above and shall continue in full force and effect through June 2017.
2. This agreement may be terminated without cause by either party effective July 1st of any year that this agreement is in place by providing thirty (30) days written notice of termination to the other party prior to July 1st of each year that this agreement is in place.

- D. Capacity/Authority: Each person signing below represents and warrants that he or she has the authority to sign on behalf of the entity on whose behalf that person is signing, and the he or she has the authority to bind the entity to this agreement.).

Linden Unified School District Representative

Date: _____

Name: _____

Title: _____

YMCA of San Joaquin County Representative
By: RICH GOOD, Executive Director

Date: 3/6/14