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By: RJ

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT
AND
THE SPANISH SPEAKING UNITY COUNCIL**

PREAMBLE AND RECITALS

This Memorandum of Understanding ("MOU") is entered into between the Spanish Speaking Unity Council, a community organization serving the City of Oakland's Fruitvale District (hereinafter "Unity Council") and the Oakland Unified School District, a governmental entity and a political subdivision of the State of California (hereinafter "OUSD" or "District"), with respect to the scheduling of the herein described after school and weekend recreational activities taking place on the playing fields and gymnasium at the Cesar Chavez Education Center (hereinafter "CCEC"), a K-5 District owned school. The effective date of this Agreement is January 1, 2010.

WHEREAS, on December 30, 2002, the City of Oakland conveyed by grant deed the real property commonly known as the Cesar Chavez Learning Center and said conveyance was accepted by the District by OUSD Resolution 02-1117 enacted by the Board of Education on April 9, 2003, and;

WHEREAS, as a part of the conveyance, the District agreed that the ball fields and certain other common areas would be made available to the public subject to regulations the District may impose, and;

WHEREAS, Unity Council and the District recognize that many of the youth living in Oakland's Fruitvale community are severely underserved in afterschool recreational opportunities and youth programs, and;

WHEREAS, this lack of access to recreational opportunities ultimately limits each child's potential and undermines the ability for our youth to grow and develop in positive ways, and;

WHEREAS, the District and Unity Council are committed to working cooperatively in reaching an understanding with respect to the student and community youth's use of the recreational space at CCEC, and;

WHEREAS, previous agreements have existed between the District and Unity Council to provide after school and weekend programs at CCEC, and;

WHEREAS, through a partnership with Think College Now and International Community School, the two host elementary schools at CCEC these facilities could be made available to additional youth attending OUSD schools and is a unique program and the only one of its kind in the City of Oakland and;

WHEREAS, Unity Council currently handles and will continue to handle all of the permits and scheduling of the teams for the fields and gym at CCEC from 6:00 p.m. to 9:00 p.m., Monday through Friday and on weekends for league games and practice, and;

WHEREAS, the District incurs costs for staff to perform security and custodial services during Unity Council's use, which Unity Council has agreed to pay for as specified below, and;

WHEREAS, it is the intent of this MOU to identify the costs associated with Unity Council's use of CCEC during the 6:00 p.m. to 9:00 p.m. weekday time period as well as the costs associated with Unity Council's use of CCEC for weekend league play and practices, and to memorialize Unity Council's agreement to generate fees that will pay the District for its ongoing cost of security and custodial services for weekday use, and;

WHEREAS, OUSD and Unity Council agree that the facility use fees generated from weekend usage will be used to pay the fees for security and custodial services for weekday usage, irrespective of whether the facility is scheduled on the weekend by the Unity Council or by the OUSD Civic Center.

NOW, THEREFORE, UNITY COUNCIL AND THE DISTRICT AGREE AS FOLLOWS:

AGREEMENT

EFFECTIVE DATE AND TERM

The Effective Date of this Agreement is January 1, 2010. The term of this Agreement shall be until June 30, 2011, provided however the Parties may by mutual agreement, in writing, extend the term for an additional three years.

ROLES AND RESPONSIBILITIES OF THE PARTIES:

The District will continue to partner with Unity Council to explore innovative ways to insure that CCEC is fully utilized by Fruitvale youth.

The District and Unity Council will work cooperatively to establish guidelines and schedules that will facilitate the process for providing access to safe and enriching activities adequately supervised by trained adult staff, including sports activities for Fruitvale youth during critical after school and weekend hours as recited above and as follows below.

The District's Civic Center Guidelines shall govern Unity Council's use of the CCEC. The District shall regulate the "permit process" for all facilities at the CCEC. "Permit" is defined as the process in which an organization submits to the District's Civic Center office an application for use of school facilities, which application is reviewed and subject to approval by the District.

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The parties have entered into this Agreement covering January 1, 2010 through June 30, 2011 to ensure that the student and community outreach and support efforts provided by Unity Council can continue throughout the school year. At the termination of this agreement, renewal of the terms may be executed by mutual agreement of the parties.

Unity Council will submit weekday and weekend permits to the OUSD Civic Center in three month intervals. Fees for weekend use will be collected by the OUSD Civic Center. The permits will be validated once payment is made (by third party) and the payments for facility use fees will be directed to fund weekday SSO and Custodial fees. A copy of payment received will be documented and filed by both Unity Council and the Civic Center.

UNITY COUNCIL USE OF CCEC FACILITIES:

Unity Council will use the fields and gym at CCEC from 6:00 p.m. to 9:00 p.m., Monday through Friday.

Unity Council will use the field at CCEC and schedule the usage on Saturdays and/or Sundays for practice and league play from 8:00 am to 9:00 pm.

Unity Council will use the music room one time per month for 1 hour to hold meetings with the coaches.

All scheduled uses shall be for 48 weeks (twelve months) during the calendar, year excluding OUSD holidays.

The amount needed to cover custodial and SSO costs Monday through Friday from 6:00 pm to 9:00 pm for 48 weeks is \$60,030.

The fees anticipated to be generated by weekend use, \$84,480, shall be used to cover the \$60,030 needed for the M-F custodial and SSO costs. The remaining balance, if any, generated by facility use fees on the weekends will stay in an emergency reserve fund to administer the terms of this MOU.

SECURITY AND CUSTODIAL SERVICES FEE SCHEDULE:

- Unity Council will pay for one Custodian, Monday through Friday, for 2.5 hours at a rate of \$27.50 per hour. The Custodian will clean the gym, fields and restrooms.
- Once a month the Custodian will clean the music room after meetings held with the Coaches for 1 hour at a rate of \$27.50 per hour.

- Unity Council will pay for Two School Site Security Officers (SSO's) which will be assigned Monday through Friday, 3 hours per day from 6: 00 p.m. to 9:00 p.m. at a rate of \$30.00 each per hour.
- Unity Council will pay for one Custodian on Saturdays and one Custodian on Sundays for 8 hours per day at a rate of \$27.50 per hour. The Custodian will clean the field and restrooms.

Monday through Friday rate for fields & gym:

Two (2) SSO @ \$30.00 x 3 hours	\$180.00
One Custodian @ \$27.50 x 2.5 hours	\$68.75
	Per diem \$248.75
	Per week \$1,243.75
	Per year (based on 48 wks) \$59,700.00
Music Room:	Per month \$27.50
	ANNUAL WEEKDAY TOTAL \$60,030.00

Weekend rate for soccer field:

One (1) Custodian @ \$27.50 x 8 hours

	Per diem \$220.00
	Per weekend \$440.00
	Per year (based on 48 weeks) \$21,120.00

Facility fee \$110 x 6 hours

	Per diem \$660.00
	Per weekend \$1,320.00
	Per year (based on 48 weeks) \$63,360.00
	ANNUAL WEEKEND TOTAL \$84,480.00

WEEKEND USEAGE

The calculations above are based on a six hour day on each Saturday and Sunday. In order to maximize usage and generate interest from as many teams as possible, the field will be made available to teams from 8:00 am to 9:00 pm on Saturday and Sunday with a custodian present for a minimum of 8 hours. With the field available from 8:00 am to 9:00 pm, multiple teams have expressed a desire to program league games and practice on Saturday and Sunday and paying a total of \$84,480.00 to cover the costs of custodial and facility use fees. Any remaining balance owed after applying the facilities fee collected for weekend usage shall be paid by the Office of Councilmember De La Fuente.

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SCHEDULING OF CCEC FACILITIES:

In scheduling the use of the facilities at CCEC, District events and programs shall have first priority, Unity Council events and programs shall have second priority, the City of Oakland shall have third priority and other community youth groups, community organizations or agencies shall have fourth priority. For the purposes of this MOU, the term "District events and programs" shall mean those events and programs conducted by District staff on behalf of students enrolled at CCEC and involved with District run programs. In cases of emergencies or errors in scheduling, the District shall have first priority for use. Every reasonable attempt will be made to avoid such conflicts.

PROHIBITED USES:

Unity Council shall not use or permit any portion of CCEC to be used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Unity Council shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

Unity Council warrants that the CCEC will not be used for the commission of any act which is prohibited by law or for the commission of any crime including but not limited to the crime specified in Section 11400 to 11401 of the California Penal Code. Unity Council further agrees to comply with the rules and regulations of the Oakland Unified School District's governing body as set forth in the "Use of School Facilities for Public Purpose under the Civic Center Act."

COMPLIANCE WITH LAW AND SAFETY:

Unity Council shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of Unity Council's activities and all applicable federal, state, municipal, and local safety regulations. All of Unity Council's activities must be in accordance with these laws, ordinances, codes, and regulations.

INDEMNITY:

Unity Council agrees to indemnify, hold harmless, defend and protect CCEC (an operating unit of the Oakland Unified School District), its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for, or in connection with, injury (including death) or damage to any person or property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Unity Council, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the gross negligence or the intentional and willful misconduct of CCEC (an operating unit of the Oakland Unified School District) its officers, directors, agents or employees, in which case liability will be apportioned according to fault.

LIABILITY INSURANCE:

Unity Council shall at its cost maintain sufficient public liability and property damage insurance with a single combined limit of \$1,000,000 and a property damage limit of not less than \$500,000 insuring against all liability of Unity Council and its authorized representatives arising out of and in connection with Unity Council's use or occupancy of the premises. All such insurance shall insure performance by Unity Council of the preceding indemnity provisions. All insurance shall name the Oakland Unified School District, its officers, agents, volunteers and employees as additional insured and shall provide primary coverage with respect to the same.

NOTICE OF CLAIMS:

Each party agrees to immediately notify the other in the event a claim is made against it including but not limited to being named as a co-defendant in any action. Such notification shall be in writing and if to the District shall be made to: Attention Claims Manager, Oakland Unified School District, Office of the General Counsel, 1025 Second Avenue, 4th Floor, Oakland, CA. 94606, and if to the Spanish Speaking Unity Council, Attention: Gilda Gonzales, Chief Executive Officer.

NONDISCRIMINATION:

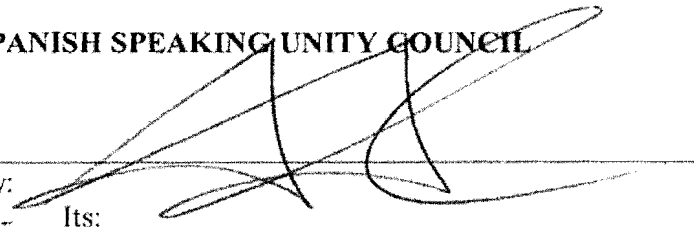
Unity Council agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, marital status, disability or sexual orientation. Unity Council shall observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Unity Council shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities.

GOVERNING LAW:

This Memorandum of Understanding, and all matters relating thereto, shall be governed by the laws of the State of California in force at the time any need for interpretation of this MOU or any decision or holding concerning this lease arises.

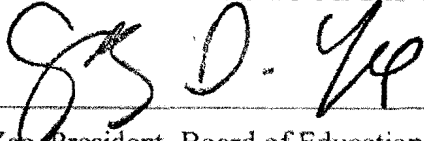
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding by their duly authorized officers as of the day and year first written above.

SPANISH SPEAKING UNITY COUNCIL

By: 
Its: _____

3/8/10
Date

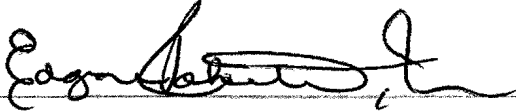
OAKLAND UNIFIED SCHOOL DISTRICT



Gary Yee, President, Board of Education

3/11/10

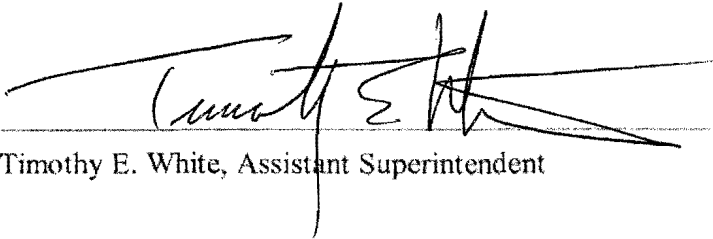
Date



Edgar Rakestraw, Jr., Secretary, Board of Education

3/11/10

Date

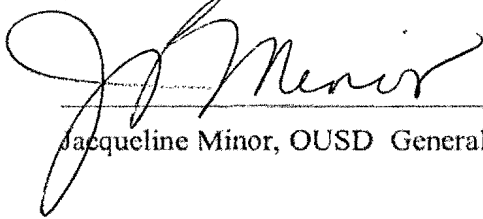


Timothy E. White, Assistant Superintendent

3/10/2010

Date

APPROVED AS TO FORM:



Jacqueline Minor, OUSD General Counsel

3/10/2010

Date