MEMORANDUM OF UNDERSTANDING BETWEEN
MENDOCINO UNIFIED SCHOOL DISTRICT
AND THE COMMUNITY CENTER OF MENDOCINO

PURPOSE:

This Memorandum of Understanding stands as evidence that the Mendocino Unified School District, hereinafter referred to as MUSD, and Community Center of Mendocino, a nonprofit organization, hereinafter referred to as CCM, have mutual goals of providing a variety of services that reinforce and complement students' regular academic program. The agencies agree that the implementation of the Expanded Learning Opportunities Program (ELOP), hereinafter referred to as "The Program", will further these goals. To that end, each agency agrees to participate in the program by coordinating and providing the following services starting July 1, 2026 through June 30, 2027.

DELIVERABLES:

MENDOCINO UNIFIED SCHOOL DISTRICT WILL:

1. Serve as the Lead Agency and fulfill all obligations to meet the ELOP requirements.
2. Serve as fiscal agent and grant manager for this collaborative and ensure fiscal compliance with the California Department of Education (CDE) guidelines for costs allowed by program audit guides.
3. Conduct an annual fiscal audit and keep records to ensure accuracy for record-keeping and prepare program and expenditure reports required by CDE.
4. Collect and submit attendance for the programs monthly.
5. Reimburse CCM for submitted invoices for one hundred percent of the actual costs of program staff payroll and H.R., professional development hours, program materials, and administrative support costs.
6. If applicable, provide for paraprofessional testing of program staff who are used in calculating program staffing ratios (1 adult:10 students TK-K, 1:20 in all other grades) and provide CCM with results of certification.
7. Provide training modules for mandated reporting and other courses as required by MUSD.
8. Provide program management services and representation at monthly teleconferences and other regularly scheduled meetings conducted by Mendocino County Office of Education and Region 1.
9. MUSD will schedule and hold regular quarterly meetings with the CCM Director as well as be responsible for the development and distribution of meeting agendas.
10. MUSD will provide necessary information for the effective support of all students, particularly those with disabilities.
11. MUSD will recruit/provide support staff deemed necessary for any registered student to

access the ELOP under Section 504 of the Rehabilitation Act of 1973.

12. MUSD agrees to work with CCM administration to handle any situations involving parent disputes about any aspect of the program after the CCM administration has been provided an opportunity to address the situation.

13. MUSD will serve as the fiscal agent for purchasing of supplies and materials with a value in excess of $1000 per unit.

14. Hire drivers for transportation and oversee the transportation portion of the program.

15. Provide an estimated $175,000 in ELO-P funding (to be updated once final budget numbers are received).

COMMUNITY CENTER OF MENDOCINO WILL:

1. Provide an afterschool program that is open every school day from the end of the school day until 6:00pm, based on the MUSD's 2026-2027 calendar. CCM will enroll any MUSD student who meets enrollment criteria.

2. Collaborate with MUSD to attempt to schedule 30 additional program days outside of the regular calendar which may include MUSD summer school program times. These days will consist of at least 9 hours as per program requirements.

3. Provide administrative tasks associated with human resource and payroll services for program staff.

4. Recruit and hire staffing for the program (CCM job titles). Employees will be governed by the provisions of the CCM employment policies.

5. Ensure that all hired staff are subject to a criminal records check by the California Department of Justice as required by Education Code section 45125.1. Criminal records checks will be provided by MUSD.

6. Ensure that all hired staff are compliant with Education Code 49406 regarding tuberculosis risk assessment and testing.

7. Provide adequate administrative support to oversee the program.

8. Be responsible for CCM employee's timesheets and submitting them for processing in accordance with the payroll dates.

9. Provide CPR and First Aid training for all Instructors and adult staff and ensure employees complete all MUSD-required training modules.

10. Provide an annual performance evaluation for all staff, utilizing the CCM template with the evaluation to be placed in the CCM employee file.

11. Seek prior authorization from MUSD for any activities outside of the routine program (ex. field trips) or activities that will significantly increase the amount invoiced to the district.

12. Provide MUSD with a monthly invoice enumerating the number of days of service plus any incidental, or otherwise agreed upon expense including reimbursement for mandated employee costs, i.e. CPR training, and reimbursement for administrative costs associated with the program, i.e. liability insurance costs. Accounting processes will be governed by CCM rules and regulations.

13. Serve daily high quality, healthy snacks

14. Report to MUSD by the next working day, and submit a written report within seven days of the occurrence, of any health- or safety-related issues

15. Provide a telephone hotline and website link for individuals to report complaints or concerns about the program

16. Request pupil health information from parents/guardians

BOTH PARTIES WILL:

1. Schedule and participate in an annual review of site budgets and the MOU for the program to be completed no later than May 15, 2027.

2. Participate in quarterly meetings.

OTHER TERMS:

1. Confidential Records and Data. Each Party shall not disclose confidential records received from the other party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, et seq., and California Education Code § 49060, et seq.

2. Payment. CCM will invoice MUSD for services provided under this Agreement monthly, no later than five (5) working days after the last day of the month. MUSD will pay the invoice within thirty (30) days of receipt of properly submitted invoices.

3. Insurance. CCM will maintain its own policies of comprehensive, liability insurance and property damage coverage as set forth below. Additional insurance may also be obtained as required by CCM or as otherwise required by law.
    a. Worker's compensation insurance with statutory limits as required by the Labor Code of the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to MUSD."
    b. Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than $1,000,000 per occurrence, $2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability and personal injury liability.
    c. Sexual abuse/molestation insurance in an amount no less than $1,000,000 per occurrence.

Documentation: CCM shall furnish insurance and license documentation to MUSD upon request.

Additional Insured: If deemed practical by the Parties, each such comprehensive or commercial general liability insurance policy shall be endorsed with the following specific

language:

(1) MUSD, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to MUSD with respect to any insurance or self-insurance programs maintained by MUSD and no insurance held or owned by MUSD shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to MUSD.

4. Indemnification. Both parties shall indemnify, defend with counsel acceptable to the other party, and hold harmless to the full extent permitted by law, the other party and its Board of Trustees/Board, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this Agreement or failure to comply with any obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of either party. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for either party or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. CCM shall be liable to MUSD for any loss or damage to MUSD property arising from or in connection with CCM's performance hereunder.

5. Termination. Failure to comply with any provision of this Agreement within a period of ten (10) days following receipt of a written notice of noncompliance from either party shall constitute a material breach of the Agreement and furnish grounds for termination of this Agreement.

6. General Provisions.

   a. Independent Contractor. CCM shall be acting as an independent contractor in carrying out its duties under this Agreement. Neither party is to be considered an agent or employee of other, nor are employees of one agency entitled to participate in any pension plan, insurance, bonus, or similar benefits the party provides to its employees.

   b. Non-Discrimination. Neither MUSD nor CCM, nor their respective employees, shall discriminate on the basis of race, religion, color, ancestry, sex, gender identity, sexual orientation, disability, national origin, or any other prohibited grounds against any person seeking employment or services.

   c. Notices. Except as otherwise expressly provided herein, any written notice required by this Agreement shall be deemed given and received when personally served or 48 hours after being placed in the United States mail, with proper first-class postage prepaid, and addressed as follows:

d.

For MUSD:
Jason Morse
Superintendent
Mendocino Unified School District
PO Box 1154
Mendocino, CA 95460

For CCM:
Peg Brown-Levy
998 School St
Mendocino CA 95460

Any party hereto may give notice of an address change under the provisions of this paragraph and thereafter all notices shall be given to that address.

e. Paragraph Headings. Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Agreement.

f. Duplicate Originals. This Agreement may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Agreement.

g. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Mendocino County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by MUSD.

h. Attorneys' Fees. In any legal action to enforce any of the terms of this Agreement, each party shall bear its own attorney's fees and costs, and neither party shall be liable for any such fees and costs incurred by the other party.

i. Assignment. This Agreement is made by and between MUSD and CCM, and any attempted assignment by them, their successors, or assigns, shall be void unless approved in writing by the Parties.

j. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the Parties.

k. Approval/Ratification. This Agreement shall be subject to approval/ratification by MUSD's Board of Trustees and CCM's Board of Directors.

l. Agreement Contingent on Funding: If funding from the grant is not made available, or both parties agree that the program is not financially feasible; this agreement shall be rendered null and void. CCM reserves the right to terminate this agreement if MUSD is unable to secure adequate funding based upon CCM's budget projections for the program costs.

MENDOCINO UNIFIED
SCHOOL DISTRICT

_____
Signature)

_____
MUSD Superintendent

_____
(Date)

COMMUNITY CENTER OF MENDOCINO

_____
(Signature)

_____
CCM Administrator

_____
(Date)