

MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA STATE UNIVERSITY, EAST BAY FOUNDATION
AND
MOUNT DIABLO UNIFIED SCHOOL DISTRICT

The parties to this Memorandum of Understanding (MOU) are Mount Diablo Unified School District (Mt. Diablo/Contractor) and the California State University, East Bay Foundation (Foundation).

The parties agree as follows:

1. **STATEMENT OF PROGRAM SERVICES AND SUPPORT**

The Program Services and Support to be provided by the Mount Diablo Unified School District under this MOU are as described in Attachment A which is fully incorporated by reference herein.

2. **PAYMENT OF SERVICES TO BE PERFORMED**

The Foundation agrees to pay up to the sum of six thousand eight hundred seventy three dollars (\$6,873.00) to the Mt. Diablo USD for the services to be performed as described in Attachment A. Payments to Contractor shall be made within thirty (30) days upon receipt and approval by the Foundation of an itemized invoice in accordance with Attachment A.

3. **INDEMNIFICATION**

Mt. Diablo USD agrees to indemnify, defend and hold harmless the State of California, the Trustees of the California State University, California State University, East Bay, California State University East Bay Foundation and their officers, agents, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this MOU, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this MOU.

The Foundation agrees to indemnify, defend and hold harmless the Mt. Diablo USD and its trustees, officers, agents, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this MOU, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this MOU.

4. **NON-DISCRIMINATION**

Mt. Diablo USD agrees to comply with all applicable, federal, state and local laws during the performance of this MOU including, but not limited to, the anti-discrimination requirements set forth in Attachment B which is fully incorporated by reference herein.

5. **EFFECTIVE DATES OF MOU**

The effective dates of this MOU are March 01, 2012 to December 31, 2012. This MOU is renewable only upon the mutual written consent of the parties.

6. **DRUG-FREE WORKPLACE**

Mt. Diablo USD shall comply with the Drug-Free Workplace Act of 1988, Title 45, Code of Federal Regulation. Mt. Diablo USD is making the certification required by the Drug-Free Workplace Act, a copy of which is attached to and made a part of this MOU as Attachment C.

7. **INSURANCE**

Mt. Diablo USD shall maintain policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

- A. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
- B. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
- C. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

Comprehensive General Liability and Comprehensive Automobile Liability insurance policies required by this Agreement shall name "California State University East Bay, Foundation" as an additional insured with respect to work being performed.

Mt. Diablo USD agrees to provide all required certificates of insurance to the Foundation prior to the commencement of any work under this Contract.

The Foundation and Mt. Diablo USD agree that the specified coverage or limits of insurance in no way limit the liability of the Mt. Diablo USD. Mt. Diablo USD shall obtain written agreement on the part of each insurance company to notify California State University East Bay, Foundation at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

8. **TERMINATION**

The Foundation may terminate this MOU and be relieved of its obligation hereunder upon two weeks written notice to the Mt. Diablo USD at the last known business address.

9. **SEVERABILITY**

If any of the provisions of this MOU are deemed unenforceable, it shall be severed from the remainder of the MOU, which in its entirety shall continue in full force and effect.

10. **ENTIRE MOU/AMENDMENTS**

This is the entire MOU between the parties and can be modified only by a written amendment signed by both Parties.

11. **ASSIGNMENTS AND DELEGATIONS**

Neither party may assign its benefits nor delegate its duties under this MOU in whole or in part without the prior written approval of the other.

12. **NOTICE**

Any notice requirement to be given under this MOU shall be deemed sufficient if deposited in the United States mail, with proper postage affixed, and addressed to the appropriate party at the address appearing below.

SIGNATURES:

CALIFORNIA STATE UNIVERSITY,
EAST BAY FOUNDATION
25976 Carlos Bee Blvd.
Hayward, CA 94542-1602
Ph:(510) 885-3501

MOUNT DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive,
Concord, CA 94519
Ph: (925)-682-8000, Ext 4036

Authorized Signer: Linda Dobb,
Title: Interim Associate Provost

Authorized Signer:
Title:

Date

Date

ATTACHMENT A

Background

The Gateways Regional Cradle to Career Education & Workforce Partnership is a groundbreaking coalition of almost 40 businesses, education, nonprofit, civic, and philanthropic organizations from Alameda and Contra Costa counties committed to confronting critical issues in the region's school-to-career pipeline. This regional alliance is part of a national movement in educational reform recognized by educators and policy makers alike as an innovative mechanism for bringing about systematic and systemic change collective impact. California University, East Bay – with its emphasis on STEM-centric education and position as one of the state's leading producers of credentialed math and science teachers is the Partnership's anchor institution. Gateway's vision is a region of successful students, productive citizen, and thriving cities. Gateways' priority strategies are implemented by networks of service providers working together toward the same goals through a continuous improvement process. The networks improve, align, support and leverage through sharing of expertise and materials, collaboration, common analysis of data, economies of scale, coordination and integration of services, articulation of programs, and the ability to replicate and bring programs to scale. Current priority strategies are:

STEM Education, STEM Professional Development and School Readiness

The Network will engage district and county STEM specialists and afterschool coordinators and other stakeholders in a learning community that will analyze data collected during the summer, identify common indicators for measuring improvement, develop strategies for closing gaps in services, and create an action plan for implementation.

Mt. Diablo Unified School District will provide the following:

Deliverables	Due Date	Payment
1. Conduct an asset map of STEM in OST across the District; Identify common indicators of success; assist in identifying common areas of support needed.	03/31/2012	\$3,436.50
2.Data analysis of gaps, needs and opportunities; develop strategies & propose common metrics for tracking improvement; contributions to developing a data system for tracking metrics; identify key elements of supports and services needed for sustainability.	06/30/2012	
3.Draft action plan to implement strategies and interventions; pilot data collection and metrics at school sites that offer STEM in summer programs.	09/30/2012	
4. Launch action plan. Depending on the strategies selected implementation of the strategies within the districts may or may not begin during the grant period; if possible and, as appropriate to Mt. Diablo USD's STEM and Out of School Time goals, implement strategies within the districts, begin to collect data and assess progress; disseminate learning to broader STEM community and other stakeholders (other Gateways networks, CSLNet, California After School Network, Strive partners, etc.)	12/31/2012	\$3,436.50
Monthly: Report progress and get feedback to Gateways STEM network partners.		

ATTACHMENT B

During the performance of this MOU, Mt. Diablo USD and all of its subcontractors, if any, shall not deny this MOU's benefits to any person on the basis of religion, color, race, sex, age, or physical or mental disability, nor shall they discriminate unlawfully against any employee of applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Mt. Diablo USD shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Mt. Diablo USD shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 1113511139.5) and the policies adopted by the California State University, East Bay, Foundation to complement such article.

Mt. Diablo USD and its subcontractors, if any, shall give notice of their obligations under this clause to labor organizations which they have a collective bargaining or other agreement.

Mt. Diablo USD shall include the nondiscrimination and compliance provisions of this clause in all if any, to perform work under this MOU.

ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by the regulation implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by Mt. Diablo USD of the California State University, East Bay, Foundation that they will maintain a drug-free workplace

The Mt. Diablo USD certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Mt. Diablo USD workplace and specifying the actions that will take against employees for violation of such prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (1) The danger of drug abuse in the workplace;
 - (2) Mt. Diablo USD policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Making it a requirement that each employee to engaged in the performance of the subcontract be given copy of the statement required by paragraph (a);
- (4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (5) Notifying the California State University, East Bay, Foundation within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (6) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

ACCEPTANCE:

In accordance with the MOU, I hereby understand that a drug-free workplace will be provided according to the requirements described above.