



**Memorandum of Understanding  
between  
Boys & Girls Clubs of Central Orange Coast  
and Newport Mesa Unified School District**

**Purpose:**

This Memorandum of Understanding, by and between Boys & Girls Clubs of Central Orange Coast (the “Club”), and Newport Mesa Unified School District (“District”), will serve to document the agreement of such parties on the principal terms of a partnership to be executed by both parties. The intent of this memorandum is to establish a formal working relationship and sets forth the respective partnership and responsibilities for the Club and District which will govern this particular partnership.

The purpose of this partnership is to provide the Boys & Girls Clubs of Central Orange Coast Future Leaders Academy enrichment programs to the Project Success after-school sites at Pomona Elementary & Rea Elementary.

Based upon each individual program criteria the parties of this Memorandum of Understanding agree:

**The Club shall:**

- 1) Provide Boys & Girls Club personnel, curriculum and materials to run enrichment programming for the District’s Project Success after school program;
- 2) Set policies for staff and programs;
- 3) Furnish at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement. The Club’s services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession;
- 4) Meet regularly with appropriate school staff to exchange relevant information related to student progress, events and goals of the program;
- 5) Oversee the daily operation of activities and programs related to the Club’s enrichment programs;
- 6) Keep all student data confidential. The Club shall require signed Parent Consent forms, notifying families of the data that is collected. See Exhibit B.



**The District shall:**

- 1) Provide appropriate, dedicated space for implementation of Club enrichment programming;
- 2) Collaborate with the Club to create a world-class program experience for students;
- 3) Provide the appropriate staff to manage all of its activities happening at the site;
- 4) Support with building relationships with school principals and staff;
- 5) Assign a point of contact to serve as liaison to the Club;

Require written approval of any marketing efforts relating to the Club's programs prior to publicizing any documentation.

**Financial Cost:**

There is no cost to this MOU.

**Locations**

The services will be performed at the District schools listed below:

Rea Elementary  
661 Hamilton Street  
Costa Mesa, CA 92627

Pomona Elementary  
2051 Pomona Avenue  
Costa Mesa, CA 92627

**Dates and Time**

The services will be performed on the following dates and times:

District school days (or days Project Success is in operation) starting from the end of the school day, until 6PM LST.

**Assurances of The Club:**

The Club hereby provides assurance of compliance with laws applicable to public agencies regarding conflicts of interest, health and safety, and contract requirements. In accordance with Education Code section 47604.3, the Club will assist the District with



requests for information from the Orange County Department of Education as required by law.

The Club and its employees/agents who perform under this MOU and are in contact with children will be required to comply with the District's background check (see Exhibit A) and TB test/screening policy. The Club's employees/agents must meet satisfactory clearance of a criminal records check with the DOJ and fingerprinting prior to engaging in work services.

**Notice:**

All notices or demands to be given under this MOU by either Party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be condereed given when received if personally served or if mailed on the third day after deposit in an U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this MOU, the addresses of the parties are as follows:

District:

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Club

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**Insurance:**

Each party acknowledges and agrees to maintain in full force and effect during the Term commercial general liability insurance, or equivalent self-insurance, with limits of not less than \$1,000,000.00 single limit coverage per occurrence for bodily injury, personal injury and property damage and \$2,000,000.00 aggregate coverage.

The Club shall maintain in full force and effect during the Term Sexual Abuse and Molestation Insurance in an amount not less than \$5,000,000 per occurrence.



The Club shall furnish the District with certificates and endorsements affecting coverage required by the agreement/contract. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The Club hereby grants to the District a waiver of any right to subrogation which any insurer of said Club may acquire against the District by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

**Duration, Termination and Modification:**

The term of this agreement shall begin **April 17, 2017** through **June 30, 2018**. This Agreement is subject to termination by either party upon 30-day written notice

If modifications are necessary to complete this agreement, they will be added to this MOU by written mutual consent of all parties involved.

The Parties agree that this Agreement has been mutually drafted and authored by all the Parties and that it shall not be construed against any one Party.

**Boys & Girls Clubs of Central  
Orange Coast**

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Robert Santana  
CEO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Newport Mesa Unified School District**

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Russell Lee-Sung  
Chief Academic Officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date