



HAYWARD UNIFIED SCHOOL DISTRICT

Building a Culture of Success



Memorandum of Understanding

Between

HAYWARD PUBLIC LIBRARY
(CITY OF HAYWARD)

&

HAYWARD UNIFIED SCHOOL DISTRICT
(HUSD)

RECOGNITION

On the 20th day of June, 2018, authorized representatives of City of Hayward Public Library ("Library") and authorized representatives of Hayward Unified School District ("HUSD") made and entered into this renewal Memorandum of Understanding.

RECITALS

WHEREAS, Hayward Public Library offers a wide range of youth and volunteer educational services for the benefit of Hayward residents, especially school-aged students; and

WHEREAS, HUSD offers a comprehensive range of onsite educational services for Hayward youth after school; and

WHEREAS, it is the desire of both parties that the current agreement be renewed for the purposes of providing After School Homework Support Center program ("Program") at Longwood Elementary, Southgate Elementary, Lorin Eden Elementary, Martin Luther King Jr., Middle School, and Mt. Eden High School during the 2018-2019 school year, and it is the desire of both parties to enter into a partnership whereby Library will provide for the operation of the said Program.

NOW, THEREFORE, Library and HUSD agree as follows:

AGREEMENT

(1) Scope. It shall be the responsibility of the library to operate Program at Longwood Elementary, Southgate Elementary, Lorin Eden Elementary, Martin Luther King Jr., Middle School, and Mt. Eden High School in Hayward, Calif., during the 2018-2019 school year. Library shall provide all staff persons, volunteers, and supplies needed to operate the aforementioned Program. HUSD shall provide facility space for Library to operate the Program.

(2) Compensation. HUSD hereby agrees to pay Library a maximum of \$100,000 for services rendered. The total cost for each program is \$40,000 per school with HUSD and the Library sharing the cost. HUSD will contribute a maximum of \$20,000 per school site, based on funding availability. Final payment will be determined by HUSD. Payment shall be made in two installments of up to \$50,000 each; the first installment shall be paid within thirty (30) days of the execution of this agreement, and the second installment shall be paid within thirty (30) days after successful completion of the services outlines herein.



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Exhibit G.8.b.



(3) Billings. Library shall submit invoices for payment of installments to HUSD. Library's bill shall include the following information: a brief description of services performed, the date the services were performed. The number of hours spent and the signature of the Library's authorized representative.

(4) Duration. The Memorandum of Understanding shall be effective the 1st day of July, 2018 and shall remain in effect up to and including the 30th day of June, 2019. Either party may cancel agreement by providing the other written notice of such action by regular U.S. Mail. Given the nature of the services rendered, a notice period of thirty (30) days must be provided.

(5) Termination. This agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination, Library shall be entitled to compensation for services performed to the effective date of termination.

(6) Notices. Notices required by this agreement shall be personally delivered or mailed, postage prepaid, as follows:

To Library: Sean Reinhart
Hayward Public Library
835 C Street
Hayward, CA 94541

To HUSD: Matt Wayne
Hayward Unified School District
24411 Amador Street
Hayward, CA 94544

(7) Compliance with Laws. In the performance of this agreement, Library shall abide by and conform to any and all applicable laws of the United States and the State of California, and the City Charter and all ordinances of the City of Hayward.

(8) Accessibility. Homework centers shall be accessible to all students, including students with special needs.

(9) Additional Services. It is acknowledged by HUSD and Library that additional services outside the scope of this MOU may be desired. For example, it may be desired to expand the scope of services at the sites named herein through Library programs; or it may be desired to expand the services described herein to additional HUSD school sites in school year 2018-19. If additional services are desired, HUSD and Library shall amend this MOU accordingly.

(10) Whole Agreement. This agreement has two (2) pages excluding any exhibits described herein. This agreement constitutes the entire understanding and agreement of the parties. This agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.




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IN WITNESS HEREOF, the parties hereto have entered into this agreement to be executed the days and year herein above first written.

HAYWARD PUBLIC LIBRARY
City of Hayward

HAYWARD UNIFIED SCHOOL DISTRICT
HUSD


Sean Reinhart
Director of Library & Comm. Services



Matt Wayne
Superintendent

Date: 6/8/18

Date: 6/27/18