

## Memorandum of Understanding

---

Between

HAYWARD PUBLIC LIBRARY  
(CITY OF HAYWARD)  
&  
HAYWARD UNIFIED SCHOOL DISTRICT  
(HUSD)

### RECOGNITION

On the <X> day of <Month> 2021, 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, adult and volunteer educational services for the benefit of Hayward residents, especially school-aged students and parents; and

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

WHEREAS, it is the desire of both parties that the current agreement be renewed for the purposes of providing Family Education Programming including after-school Homework Support Center services (virtual and in-person hybrid model), online educational resources, online tutoring to students via Tutor.com, school supplies and books to build in-home libraries to students, Tech Lending Library services (Chromebooks, hotspots, tablets), and Virtual English Conversation Circles to parents ("Program") to students attending Longwood Elementary, Southgate Elementary, Lorin Eden Elementary, M.L.K. Middle School, Ruus Elementary, Glassbrook Elementary, and Tyrrell Elementary during the 2021-2022 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 offer Program at Longwood Elementary, Southgate Elementary, Lorin Eden Elementary, M.L.K. Middle School, Tyrrell Elementary, Ruus Elementary, and Glassbrook Elementary in Hayward, Calif., during the 2021-2022 school year. Library shall provide all staff persons, volunteers, and supplies needed to operate the aforementioned Program. HUSD shall coordinate school site participation to recruit classrooms to participate in Library Program and assist in the processing of enrollment forms collecting necessary demographic information for grant reporting; HUSD shall identify ample classroom space/classroom maintenance to operate Program.

(2) Compensation. HUSD hereby agrees to pay Library a maximum of \$80,000 for services rendered at Lorin Eden Elementary, Southgate Elementary, Longwood Elementary, and M.L.K Middle

School. Glassbrook Elementary, Tyrrell Elementary, and Ruus Elementary will be paid for fully out of City Hayward Promise Neighborhood funding already leveraged. 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 \$40,000 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.

(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, and the signature of the Library's authorized representative.

(4) Duration. The Memorandum of Understanding shall be effective the 1<sup>st</sup> day of July 2021 and shall remain in effect up to and including the 30<sup>th</sup> day of June 2021. 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: Jayanti Addleman  
Hayward Public Library  
888 C Street  
Hayward, CA 94541

To HUSD: Lisa Davies  
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. Program 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 2021-22. If additional services are desired, HUSD and Library shall amend this MOU accordingly.

(10) Indemnification. HUSD will indemnify, defend, protect and hold harmless CITY—its officers, agents, and employees, from and against any and all liability, damage, expense, causes of action, suits, claims and judgments arising from injury to or death of persons or loss of or damage to personal property BASED ON performance pursuant to this MOU, unless liabilities and obligations have arisen by reason of the negligence of willful misconduct of CITY, its officers, agents and employees.

(10) Whole Agreement. This agreement has two (3) pages excluding any exhibits described herein. This agreement constitutes the entire understanding and agreement of the parties. This agreement

integrates all 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.

*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*

\_\_\_\_\_  
Jayanti Addleman  
*Director of Library Services*

\_\_\_\_\_  
*Lisa Davies*  
*Assistant Superintendent*

*Date:* \_\_\_\_\_

*Date:* \_\_\_\_\_

DRAFT