



## MEMORANDUM OF UNDERSTANDING

This Agreement is made as of the June 27, 2024, between the YMCA of Silicon Valley, a California non-profit corporation, located at 550 S. Winchester Ave, San Jose CA, and the Morgan Hill Charter School, located at 9530 Monterey Rd, Morgan Hill CA 95037.

### 1. **RECITALS**

The YMCA of Silicon Valley (YMCA SV) and the Morgan Hill Charter School agree, as per this Memorandum of Understanding, to provide 10 days of Jumpstart program as listed below and 20 days of intersession services for 8 hours each day as listed.

**Summer Jumpstart -10 Days** July 29 - August 9, 2024

**20 Non-School Days academic year 2024-2025**

October 4th and 7th (2 days)

November 1st (1 day)

February 18th-21st (4 days)

March 28th and 31st (2 days)

May 23rd (1 day)

April 14th - 18th (5 days)

June 12th - 13th (2 days)

June 16th-18th (3 days)

19.

Total Cost of the program is as follows: Staff at 8 hours per day at 30 days up to 40 students

Salary	\$25,200
Workers Comp, FICA, Retirement, Payroll Taxes & Benefits	\$4145
Direct Supervision & Support	\$7,728
Indirect Cost	\$5,932
Total 2024-2025 Intersession	\$43,005

The YMCA SV and Morgan Hill Charter agree to the following:  
This MOU for 2024-2025 30-Days intersession program services. **For a total MOU of \$43,005**

### **I. RESPONSIBILITIES:**

Morgan Hill Charter School will:



The term of this MOU shall be from 07/1/2024 to 06/30/2025 ("Commencement Date").

**III. PAYMENT TERMS**

The Contractor will submit invoice to the LEA on at the end of service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. The contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: \$43,005

**IV. INSURANCE**

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

**V. ASSIGNMENT AND TRANSFER**

There shall be no assignment of any part of this MOU by LEA or Contractor.

**VI. INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.



protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

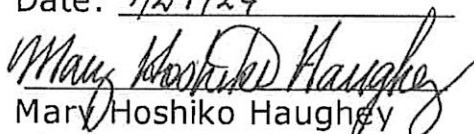
### **FINGERPRINTING SCAN AND TB TEST**

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

YMCA of Silicon Valley

Date: 7/29/24

  
Mary Hoshiko Haughey  
Chief Operating Officer

Morgan Hill Charter School

Date: 8/28/24

  
Paige Cisewski  
Executive Director