

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
AND
MAKING HOPE HAPPEN FOUNDATION**

This Memorandum of Understanding (“MOU”) is made as of January 1, 2016, by and between the San Bernardino City Unified School District (“SBCUSD”), and the Making Hope Happen Foundation, a California nonprofit public benefit corporation (“Foundation”). The parties to this MOU may be referred to herein collectively as “Parties” or individually as a “Party.”

RECITALS

- A. The Foundation’s mission is to engage stakeholders, foster partnerships, provide leadership, and secure resources to achieve a thriving and innovative community where every student is a life-long learner and can be successful in meeting their hopes and aspirations.
- B. As part of its community engagement plan, SBCUSD desires to enter into collaborative efforts with the Foundation to promote and cultivate the Parties common mutual goals of advancing education and learning in the community.
- C. The Parties desire to enter into this MOU to further define the strategic partnerships and sharing of resources that the Parties will engage in.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Term of Agreement: This agreement shall be effective from January 1, 2016 through June 30, 2021. The agreement may be renewed for subsequent five year terms with approval from all parties.
- 2. Scope of Work: The Making Hope Happen Foundation will provide the following services to support the cradle to career development of students within the SBCUSD.
 - (1) Support readiness of incoming students: Through its priority focus brain development in children during the first three years of life, MHHF will support workshops to train parents how to prepare their infants for learning later in life making them more successful students when they enroll in SBCUSD.
 - (2) Develop resources to support innovative educational initiatives: Through its priority focus on innovation in education, MHHF will broker partnerships and deliver financial support to support mutually agreed upon strategic initiatives for the SBCUSD.
 - (3) Provide scholarships for graduates: Through its priority focus on scholarships, MHHF will raise funds to provide scholarships that support college completion for students graduating from schools within SBCUSD.
 - (4) Additional Development Support: Upon request of SBCUSD, or Donors who would like to support the SBCUSD, MHHF will solicit, broker and manage gifts to support specific educational purposes within the SBCUSD which are mutually agreed upon by the SBCUSD and MHHF.
- 3. Use of School Facilities by Foundation. Pursuant to the Civic Center Act (Education Code Section 38130 et. seq.), SBCUSD will permit the Foundation use of school facilities from time to time so that the Foundation’s board may meet and discuss matters related to its purpose and mission and for

other Foundation events approved by SBCUSD. The Foundation and SBCUSD shall coordinate with each other in advance to set the time and place when the Foundation may use school facilities to hold its meetings or events. Use of school facilities shall be coordinated so as not to interfere with the regular conduct of school work. The Foundation agrees that no alcoholic beverages or any other restricted substances (including tobacco) shall be brought onto school grounds or facilities at any time it is granted access to school facilities. Use of school facilities by the Foundation shall be provided by SBCUSD at no charge unless the facilities are used on a Saturday, Sunday or school holiday, in which case SBCUSD may charge a reasonable fee to be determined and agreed upon in advance by the Parties.

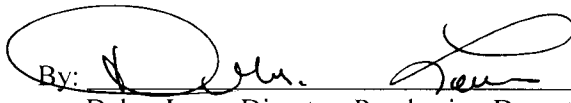
4. Reimbursement of Costs. SBCUSD may condition the use of school facilities by the Foundation on the requirement that the Foundation pay SBCUSD's Direct Costs (as defined in Education Code Section 38134(g)) incurred as a result of the Foundation's use of school facilities, including but not limited to food services. If the Foundation will be required to pay any Direct Costs to use school facilities, SBCUSD will provide the Foundation with an invoice in advance of the costs that will be incurred which the Foundation will pay at least five (5) days before its use of the facilities.
5. Assistance with Foundation Operations. SBCUSD may in its discretion provide operational support to the Foundation by allowing its Executive Director of Community Engagement ("**CE Director**") to provide direct services that will further the Foundation's mission and goals until the Foundation is in a position to hire its own executive officer to handle operations. The services that the CE Director may perform for the Foundation include but may not be limited to: (i) organizing and coordinating board meetings, (ii) acting as a liaison between the Foundation and SBCUSD, (iii) developing plans and policies for the Foundation for its board to consider and approve, and (iv) performing services to complete activities and actions that are decided by the Foundation's board. The CE Director will not perform any actions directed by the Foundation's board to the extent such actions are adverse or in conflict with the best interests of SBCUSD.
6. Damages; Insurance; Hold Harmless. The Foundation agrees to be responsible for any damage its members, employees or volunteers may cause to school facilities or property. The Foundation shall carry a policy of general liability insurance in an amount not less than \$1,000,000.00 to cover any damage or injury that may occur on school grounds while the Foundation is permitted to use school facilities. The Foundation agrees to indemnify, defend and hold harmless SBCUSD, its officers, agents and employees from and against any and all claims, demands, losses, defense and other litigation costs, or liability of any kind or nature which the SBCUSD, its officers, agents and employees may sustain or incur which may be imposed upon them for injury to or death of person, or damage to property as a result of, arising out of, or in any manner connected with the Foundation's use of SBCUSD's facilities except liability arising out of the sole negligence of SBCUSD.
7. Independent Parties. It is agreed and understood that the Foundation's members, volunteers, employees and contractors are agents or employees of the Foundation and not SBCUSD.
8. Entire Agreement. This MOU shall embody the entire agreement between the Parties and supersedes all other previous agreements and understandings relating to the subject matter of this MOU, both written and oral, between the Parties. There are no agreements, representations or warranties between the Parties other than those set forth or provided herein.
9. Amendment. This MOU may not be amended or modified except by a writing signed by an authorized representative of the Party against whom enforcement of the change is sought.

10. Severability. Each and every provision of this MOU is separate and distinct from any and all provisions of this MOU. Should any provision or provisions of this Agreement be held unenforceable, for any reason, the balance of this MOU shall nonetheless remain in full force and effect. Any provisions shall only be deemed invalid to the extent permitted by law.
11. Assignment. This MOU and the rights, interests and benefits hereunder shall not be assigned, transferred, pledged or hypothecated in any way by either Party, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other Party. Any assignment or delegation of this MOU to a third party shall be void unless prior written approval is obtained from the other Party.
12. Termination. This MOU may be terminated for any reason at any time by either party with 30 days written notice.
13. Governing Law. The formation, construction and performance of this MOU shall be governed by the laws of the State of California.
14. Captions. This MOU shall not be interpreted by reference to any of its titles or headings, which are inserted for purposes of convenience only.
15. Notices. Any notices or other communications required or contemplated under this MOU shall be in writing and delivered personally or by courier, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, or sent by overnight or other expedited shipment method, or by email if receipt is confirmed by the receiving party. The Parties' addresses are indicated next to their signatures below and may be changed from time to time by one Party providing notice to the other. The date of notice shall be the date of delivery of the notice if delivered personally or by courier, or the date of mailing if the notice is sent by certified mail or sent by overnight or other expedited shipment method.
16. Statement of Information. The Foundation shall not use school property for the commission of any crime or any act which is prohibited by law. The undersigned signatory for the Foundation states that, to the best of his or her knowledge, the Foundation will not use school property for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means; that the Foundation does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

IN WITNESS WHEREOF, the Parties hereto have duly executed this MOU as of the date and year as indicated below.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Date: 8/17/16

By: 
Debra Love, Director, Purchasing Department

Memorandum of Understanding

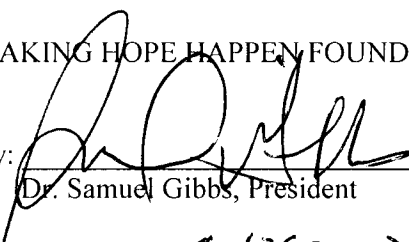
Mailing Address: 777 N. F Street

San Bernardino, CA 92410

Email: debra.love@sbcusd.k12.ca.us

Date: 8/15/14

MAKING HOPE HAPPEN FOUNDATION

By: 
Dr. Samuel Gibbs, President

Mailing Address: 17920 DORRINGTON WAY
S. B. CA. 92407

Email: SAMUEL.GIBBS@OMNITRANS.ORG