

MEMORANDUM OF UNDERSTANDING
BETWEEN
The Heart of Learning
d.b.a. The Learning Community
&
Cielo Ranch Apartment

The Learning Community, hereinafter referred to as TLC, and the Cielo Ranch Apartments, hereinafter referred to as CRA, enter into this Memorandum of Understanding (MOU) for the express purpose of continuing the operation of the Learning Community at CIELO RANCH program. It is acknowledged that this arrangement is understood by and between the parties that Cielo Ranch Apartments agrees to allow TLC the use of the Community Center as a separate organization with the responsibility for the creation, implementation and operation of said programming for the benefit of CRA residents and the local community. Additionally, this MOU includes the responsibility of each organization as well as terms of use.

TLC and CRA desire to work cooperatively to build a asset-based approach to the delivery of services to students and families. TLC will implement effective academic support using strength-focused strategies leading to positive outcomes for authentic student, community and family engagement in learning by partnering to provide a safe-environment for students and families.

I. PURPOSE:

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties, based on the intent to meet the service delivery needs of the Learning Community programs as outlined below and to set forth the operative conditions which will govern this important partnership.

II. DESCRIPTION OF PROGRAM SERVICES

A. TLC will:

1. Staff academic leaders for a minimum of 3 days a week (Tuesday-Thursday) to provide academic and enrichment program activities that emphasize academic success along with positive youth development, life skills, and pro-social behaviors that have been shown to positively impact student attendance, student behavior and student achievement in school.
2. Provide academic and recreation programming during June, July and/or August. The LC will be responsible for coordinating all hiring, training and on-going professional development, as well as providing leadership for all academic leaders hired by TLC and employed in the Learning Community at Cielo Ranch program, as described in the leaders job description.
3. Provide supervision of the personnel employed under this agreement. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be made by the TLC and CRA shall have no right or authority over such persons or the terms of such employment.
4. Operate as an after-school program between the hours of 3:00 PM to 5:30 P.M. on designated days of program's operation.
5. Consider day-time programming to meet the needs of residents in the community.

6. Be responsible for maintaining evaluation data, attendance forms, and other relevant program documentation as needed by grant.
7. Be responsible for general program coordination, including set-ups & clean-up and first-aid.
8. Attend required program-sponsored training sessions and on-site program activities, including team meetings as appropriate.

B. CRA agrees to the following:

1. Provide space and general operational supplies for services. This space will include access to needed kitchen facilities, restrooms, telephones, internet connection and facility supplies.
2. Work collaboratively with TLC to identify and meet student and family needs served in the program.
3. Provide access to secured dedicated space, equipment and location during operating hours and hours required for set-up.
4. Limit access to non-program related activities.
5. Appoint a staff member (in the absence of the Apartment Manager) to serve in a liaison capacity and attend established meetings to receive updates, provide and receive input and feedback .
6. Maintain coordination of facility services as needed for program operation including but not limited to, maintenance, pest-control, HVAC, security, etc.
7. Provide the needed assessment forms and evaluation as required for program evaluation.
8. Designate staff person to serve as program point of contact.
9. Assist with dissemination of program information for recruitment of students, families, and volunteers.
10. Provide recommendation and input for staff and volunteers.
11. Maintain the ongoing upkeep and maintenance of dedicated space as required by state standards and any grant requirements.
12. Provide security as needed to maintain a safe and secure environment for program operation.
13. The Learning Community is responsible for all programming planned, implemented, and housed inside of the CRA Community Center including maintaining the schedule of activities.
14. Acknowledges and agrees that the renovations to the 2nd and 3rd levels were secured by the Learning Community Organization's nurturing and solicitation of donors, individuals, and sponsors for the purpose of the Learning Community's operation. The value of said renovations is approximately \$12,000 and is granted for the purpose of the Learning Community's continued and expanded operation to maintain access and use of the dedicated space at Cielo Ranch Apartments for a duration of no less than 3 years.
15. All of the supplies, equipment, tools, materials, decorations, books, shelving, furniture, and technology

belong to the Learning Community with the exception of the items listed below.

16. The 3 tables, 18 chairs, sports balls, sports racks, and window units were purchased by and belong to CRA.

III. TERMS

The term of this Memorandum of Understanding is effective on **August 1, 2018** and continues through **August 1, 2021**. This MOU may be reviewed by both parties annually.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior Agreement, oral or written, and all other communications between the parties relating to such subject matter.

IV. TERMINATION CLAUSE

This Memorandum of Understanding may be terminated by the Learning Community within sixty (60) days of giving written notice of intention to terminate the agreement. Upon notice, TLC will vacate the premises including the removal of all TLC items by the date indicated in the notice. Due to the value of the renovations made to the space, Cielo Ranch Apartments shall honor the MOU through August 1, 2021.

V. AMENDMENTS

Amendments to this MOU may be made with the mutual written agreement of both parties.

VI. HOLD HARMLESS/INDEMNIFICATION

- A. TLC agrees to indemnify, defend and hold harmless CRA, its management, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of TLC. It is understood that such indemnity shall survive the termination of this Agreement.
- B. CRA agrees to indemnify, defend and hold harmless TLC its board of trustees, advisors, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorney's fees), losses, damages injuries and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, arising out of, or related to the active negligence of CRA. It is understood that such indemnity shall survive the termination of this Agreement.
- C. Insurance
As part of, but without limiting the hold harmless covenant, CRA shall, during the term of this Agreement, carry a comprehensive general liability or property damage insurance in the amount of ONE MILLION DOLLARS (\$1,000,000). TLC, and in their capacity as such, its officers, agent and employees shall be named as additional named insured in said policy. A certificate of said insurance shall be filed with TLC before commencement by CRA of performance under this MOU. Said insurance shall contain a clause

prohibiting cancellation without ten (10) days' advance notice to TLC. A certificate of insurance showing compliance with these requirements shall be filed with TLC's Program Office.

VII. INDEPENDENT CONTRACTOR STATUS

The parties hereto agree that the relationship created by this Agreement is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and other benefits of any kind, as required by law, for its own employees.

VIII. FINGERPRINTING

In accordance with the Texas Education Code Section (TEC) 22.08344, CRA shall conduct a criminal background check of its employees and, upon receipt of those checks, certify to TLC that no employee of the partner working with students and parents of the TLC has been convicted of a violent or serious felony as defined by statute. CRA shall not permit any employee to have any such contact with a student of TLC until such certification has been received by TLC. CRA shall supply TLC with a list of names of those employees who are cleared to work with students and parents of the program.

IX. SCHOOLS SERVED

Merrifield Elementary, Reed Middle School, KIPP, AW Brown, McNair, Duncanville HS

X. COMPENSATION

1. CRA agrees to allow TLC to use the dedicated space without cost for the duration of the MOU.
2. CRA agrees to compensate the facilities staff for the maintenance and upkeep of the dedicated space.

XI. WRITTEN NOTICE

Written notices regarding this MOU required to be provided herein shall be sent, first class mail to the following representatives:

To: Cheryl Rischer
The Learning Community
1529 Rusticwood Dr
DeSoto, TX 75115

To: Manager
Cielo Ranch Apartments
3829 Gannon Lane
Dallas, TX 75237

XII. APPROVALS

Cheryl Rischer, Director
The Learning Community

Manager
Cielo Ranch Apartments

Date

Date