



MEMORANDUM OF UNDERSTANDING



2015 - 2016

Between Encinitas Union School District and Regur Development Group, Inc.

This Memorandum of Understanding (MOU) is entered into by and between the Encinitas Union School District, hereto fore called "EUSD" and Regur Development Group, Inc. hereto fore called "RDG". This MOU will delineate the agreements, responsibilities, terms, and reimbursements for the partnership between EUSD and RDG.

This MOU is offered with the best of intentions to clarify and manage expectations for the effective implementation of the Health and Wellness Initiative.

EUSD / RDG RESPONSIBILITIES:

EUSD agrees to:

- A. Serve as the primary coordinator for local community stakeholders
- B. Coordinate with RDG to ensure instruction is in alignment with district goals
- C. Provide a safe work environment, ensuring all RDG employees and/or contactors have access to the materials, information, and resources necessary to meet their job expectations
- D. Compensate RDG on a payment schedule that supports the demands of meeting payroll on a monthly basis
- E. Stay in regular and explicit communication with RDG regarding the status of implementation, including any projected concerns, modifications to contracts, or issues that may affect the implementation of the grant

RDG AGREES TO

- A. Employ and/or contract Health and Wellness instructors
- B. Coordinate the payroll, human resource services, and all back-end requirements for any staff members and/or contract workers to remain in compliance with federal, state, and local laws

- C. Stay in regular and explicit communication with EUSD regarding the status of implementation, including any projected concerns, modifications to contracts, or issues that may affect the implementation of the grant

TERMS and TERMINATION

This agreement shall be effective from the date of final signatures until June 2016 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual consent of the parties and may be terminated by either EUSD or RDG upon thirty (30) days advance written notification.

FINANCIAL PROJECTIONS

Invoices submitted quarterly by RDG: \$792,800.00 on the following timeline:

August 1, 2015	October 1, 2015	January 1, 2016	March 1, 2016
Total anticipated amount: \$198,200.00			

INSURANCE

The parties shall maintain such general liability, property damage, workers’ compensation, and auto insurance, and any other insurance as may be necessary and required to protect EUSD and RDG. RDG and any partner organizations shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverage.

EMPLOYEE FINGERPRINTING

RDG and any partner organizations will assume responsibility as part of the employment agreement for all fingerprinting and “criminal record check certification”. EUSD will also maintain fingerprinting and “criminal record check certification” as they deem appropriate.

GOVERING LAW/FORUM SELECTION

This MOU is made, entered into, and executed in San Diego County, California, and the parties agree that any legal action, claim or proceedings arising out of or connect with their MOU shall be files in the applicable court in San Diego County, California. The parties further agree the MOU shall be construed, and all disputes shall be settled, in accordance with laws of the State of California.

INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and MOU shall be read and enforced as though it were so inserted and included.

NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any right upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

RECORD RETENTION AND INSPECTION

All parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to the MOU. All records shall be kept and maintained by EUSD and made available to RDG during the entire term of this MOU and for a period not less than five (5) year.

OTHER TERMS AND CONDITIONS

Both EUSD and RDG will have access to the curriculum developed through this project. Each entity may adapt, modify, and disseminate the information and resources as they choose.

ENCINITAS UNION SCHOOL DISTRICT

BY _____

Title _____

Date _____

REGUR DEVELOP GROUP, INC.

BY _____

Title CEO, Regur Development Group, Inc.

Date _____