

AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING
REGARDING WALKING SCHOOL BUS PROGRAM

This amendment serves to amend Sections 1 through 3 of the Memorandum of Understanding regarding the Walking School bus Program between the CITY OF LEMOORE and LEMOORE UNION ELEMENTARY SCHOOL DISTRICT to read as follows:

1. *Upon written agreement by both parties on an annual basis, the District or City, hereafter referred to as the designated part, shall create, operate and administer a "Walking School Bus Program" in the City of Lemoore. The District or City shall hire one (1) part-time person to oversee and coordinate the activities of the program. The ~~District~~ designated party shall be wholly responsible for hiring, supervision and payment of such person, who will be considered an employee of the designated party. If the District is the designated party, the District shall indemnify, defend and hold the City free and harmless from and against any and all legal liability in any way resulting from employment, supervision or payment of such person. The District shall comply, if applicable, with all state and federal laws relating to the employment of such person, including without limitation, the Worker's Compensation Laws of the State of California. If the City is the designated party, the City shall indemnify, defend and hold the District free and harmless from and against any and all legal liability in any way resulting from employment, supervision or payment of such person. The City shall comply, if applicable, with all state and federal laws relating to the employment of such person, including without limitation, the Worker's Compensation Laws of the State of California.*
2. The ~~District~~ designated party shall utilize the person described in paragraph 1 to conduct parent surveys and student tallies, organize meetings for parents, teachers, and neighbors, find volunteers, develop walking school bus routes, train and assign walking school bus leaders, assist schools with related education programs, launch the walking school bus program as a pilot program for two (2) of the four (4) elementary schools for the ~~2008-2009~~ 2010-2011 school year, followed by implementation for the two (2) remaining schools the following year, stimulate and sustain interest in the program, and collect and compile evaluation data to prepare required progress reports every six months.
3. *If the District is the designated party, the City shall pay to the District the sum of overhead costs, which includes salary, supplies, and materials, the total shall not exceed \$40,000 per year, and is not to exceed a maximum total of \$102,420.00 during the full term of this MOU. City shall pay the District quarterly, upon receipt of invoices from the District and upon written approval from the City Manager showing completion of activities for which compensation is requested.*

IN WITNESS WHEREOF, the Parties have caused this MOU to be amended by their duly authorized representatives as of the ____ day of _____, 2010.

RATIFICATION SIGNATURES

Jeff Briltz, City Manager

Rick Rayburn, Superintendent, LUESD

ATTEST:

Nanci C.O. Lima, City Clerk