

Memorandum of Understanding and Addendum 2024

This is a memorandum of understanding, signed on September 23, 2018, by the undersigned representatives of Kannada Koota of Northern California (aka KKNC) and Tri Valley Kannada Sangha (aka TVKS) regarding starting and operationalization of KannadaKali - Kannada language teaching classes in San Ramon, California from 2018-19 academic year.

KKNC & TVKS are Both non-profit, membership-based organizations with objectives to nurture and develop Kannada language and cultural activities in Northern California.

The plan to establish KKNC KannadaKali TVKS branch is a result of demand projection by exploratory survey conducted by KKNC and TVKS teams during June-July 2018 for Kannada language learning in the Tri-Valley area.

KKNC and TVKS hence have decided to collaborate and make use of **KKNC** Kannada Kali's long-standing expertise in teaching Kannada language.

KKNC KannadaKali is a language program, run by an all-volunteers team in the Bay Area as part of social work and has been in existence since January 2006. KKNC KannadaKali works to help native and non-native people expand their Kannada language skills and learn Kannada as a new language. The program is open to any and all nationalities/communities. KKNC KannadaKali teaches Kannada language through engaging classroom activities, assessments, attendance, custom curriculum, parent communication, fee collection, expenditure management, volunteer team management and support systems.

The KKNC and TVKS organizational motivation to embark on these initiatives are:

1. Bring Kannada learning closer to Tri-Valley local people by creating local KKNC KannadaKali branch in San Ramon.
2. The branch will be called "**KKNC** KannadaKali - TVKS Branch".
3. Support local volunteer's enthusiasm and expressed commitment to build a program to teach Kannada. Make use of Kannada Kali's high expertise in Curriculum, management, and support systems to achieve quality standards and further the cause of Kannada language learning.
4. Create a path for students through a multi-year program to graduate in Kannada with measurable and agreed upon level of mastery.

The agreement and high-level details of this MOU are listed below.

1. There is common understanding, interest, and alignment to start KannadaKali classes in San Ramon area starting from the academic year 2018-19.
2. The academic calendar for 2018-19 will be from Sep 2018 to May 2019. The school location, size and teaching offering will be decided, based on the student registration.
3. The KannadaKali team, with its expertise in conducting the classes will make necessary decisions and adjustments to student placement to the classes as well as fixing the classroom size.
4. KKNC KannadaKali team, will offer its services through high level management oversight, advise on matters like teaching practices, assessments, communication with parents etc. in running the program.
5. Both the organizations are committed for the continuation of this Kannada language teaching classes and keeping it in the active operational mode year over year so that students will have path to graduate unless there is a mutual agreement or "decision in writing to cancel the program.
6. Delayed start - The TVKS branch will have 2 weeks delayed start for the first year. This will help the new schoolteachers get an opportunity to work with the main branch KannadaKali staff to get trained and shadow KKNC KannadaKali teachers.
7. Recommendation is to have different timings for new KannadaKali branches where possible. This will provide parents with an option to choose different locations and also different timings suitable for individual needs.
8. KKNC KannadaKali principal (currently Mrs. Jyothi Surgur) will lead KKNC KannadaKali TVKS branch either for the entire first year or till KKNC KannadaKali TVKS branch becomes self-sustaining.
9. KKNC KannadaKali principal in joint consultation with TVKS leadership will designate an experienced successor to lead KKNC KannadaKali TVKS branch.
10. KKNC KannadaKali principal will also designate a local teacher to be vice-principal of KannadaKali TVKS branch.
11. The school selection and setup will be collaborative work amongst the 2 organizations. However, local leaders will have to take up a proactive role to establish the required facility for school to resume every year. The TVKS team will provide the required assistance in this basic facility availability for the classes to run smoothly.
12. Curriculum, text, and workbooks for KKNC KannadaKali TVKS branch will be supplied by **KKNC** KannadaKali. There is a difficulty in getting the Karnataka Government produced books, however KannadaKali teams (Either Main branch or the TVKS branch) will make required alternative cost-effective arrangements for the replication when needed with a mutual understanding.
13. Common needs like getting new books, update on curriculum, etc. will be sole prerogative of the KKNC KannadaKali book committee and entirely handled by them.
14. Two key roles need to be identified by the TVKS team for day-to-day work. 1 person TVKS KannadaKali main branch treasurer who will take responsibility for finance to work with TVKS BOD, and KKNC BOT and the other role will be the TVKS KannadaKali administrator, who can work/oversee the day-to-day operational work/issues. This will be a key leadership role and will have to be coordinated by the KannadaKali leadership team.









Registration and annual fee:

1. KKNC Board of Trustees (BOT) will extend financial help in the form of seed money up to \$5000.00 to start a new KannadaKali TVKS branch, every year if the new branch is adhering to the above said guidelines/agreement.

2. During the closure of the academic year, all the financial and accounting books will need to be audited and remaining funds will be transferred to the KKNC-BOT account.
3. The seed money for the early start of the new academic year can be retained with the branch account, with BOT's written approval.
4. KKNC BOT will provide the funding towards carrying the liability insurance for the classes as per the school district/ facility rental requirements, where needed.
5. TVKS BOD will work with KKNC KannadaKali TVKS branch local lead with the twin objective of minimizing expenditure and ensuring breakeven on the seed money funded in optimal amount of time. We understand the initial 2-3 years are ramping up period, KKNC BOT will bear the loss if any, in the interest of its vision to promote Kannada language.
6. A three-year period will be allowed as observation or moratorium time to achieving break even business.
7. The transfer of students between KannadaKali branches are encouraged and will be coordinated between transferee and transferor branches directly.
8. The funds will be transferred from one bank account to another bank account of KannadaKali branches. This operation is handled internally and seamless for the parents/students.
9. KKNC & TVKS membership comes free for the following year (Example: registering in Sep 2018 will provide free membership for 2019) as part of KannadaKali annual fee for the student family. The membership fee for CY2019 is \$60.00 for KKNC and \$30.00 for TVKS.
10. Any change in the membership fee or the composition will have to be discussed, negotiated & agreed between KKNC and TVKS before moving forward. It's desired to keep it simple and more stable.
11. KKNC KannadaKali TVKS branch Treasurer reports to KKNC BOT for quarterly account auditing, financial matter consultations like taxation and CPA engagements. (TVKS is also updated on the financials of TVKS branch of KannadaKali accounts).
12. All the expenses incurred by TVKS in procuring the facility for TVKS branch of KannadaKali will be reimbursed by KKNC.
13. KKNC KannadaKali TVKS Branch will be run as a non-profit entity and any excess funds collected in TVKS branch will be put to use to enhance/develop the Kannada language literature related expenses by KannadaKali team in agreement with its all-other branches.
14. In the unlikely event that KKNC KannadaKali TVKS branch must shut down operations' mid-year, the prorated refund should be made from KKNC KannadaKali TVKS branch bank account. The TVKS and KKNC membership fee are not in this scope of refund.
15. The cancelation of MOU and continuation of KannadaKali TVKS branch will be a joint decision and agreement between the KKNC BOT and TVKS followed up with a resolution in their respective executive decision-making teams.

Signatures

This is a memorandum of understanding between Kannada Koota of Northern California (aka KKNC) and Tri Valley Kannada Sangha (aka TVKS) regarding the expansion of the KannadaKali - TVKS branch and signed by following executives.

<u>KKNC - 2018 BOT Team</u>	<u>TVKS - 2018 BOD Team</u>
 Mohan As Trustees)	 Guru rdol Directors)
 Padmanabha-Rao Melanahalli (Member, Board of Trustees)	 Raviraj Pangal (President & Member of the Board of Directors)
 Rajendra Hegde (Member, Board of Trustees and KKNC President for 2018)	 Vasanth Madhure (Secretary & Member of the Board of Directors)
 Giridhar ice Chai oard of	
 Ananda Ramamurthy (Member, Board of Trustees)	

2024 Memorandum of Understanding: Understanding Addendum: Amendments #1

Following is an amendment to the memorandum of understanding, signed on September 23, 2018, by the undersigned representatives of Kannada Koota of Northern California (aka KKNC) – Board of Trustees (BoT) and Tri Valley Kannada Sangha (aka TVKS) Board of Directors (BOD) regarding continuation and operationalization enhancements of KannadaKali - Kannada language teaching classes in San Ramon, California from 2018-19 academic year.

KKNC & TVKS continue as non-profit, membership-based organizations with objectives to nurture and develop Kannada language and cultural activities in Northern California by board of trustees of KKNC (KKNC-BoT) and board of directors of TVKS (TVKS-BOD).

KKNC-BoT and TVKS-BOD have decided to extend the collaboration and make use of the support of **KKNC** KannadaKali as a long-standing expertise in teaching of Kannada language.

KKNC KannadaKali continues as a language program, run by an all-volunteers team in the Bay Area as part of social work and has been in existence since January 2006. KKNC KannadaKali works to help native and non-native people expand their Kannada language skills and learn Kannada as a new language. The program is open to all nationalities/communities. KKNC KannadaKali teaches Kannada language through engaging classroom activities, assessments, attendance, custom curriculum, parent communication, fee collection, expenditure management, volunteer team management and support systems.

Following are the changes agreed by Both the Organizations in this MOU amendment #1.

1. KKNC-BoT and TVKS-BOD are continuing to offer the KannadaKali classes in San Ramon area and any demand for extending these classes beyond East Bay like Brentwood, Antioch, and other cities in Central Valley will be considered after conducting feasibility studies and mutual agreement.
2. TVKS-BOD will oversee responsibilities including funds required to run the existing TVKS KannadaKali branch, Brentwood extension, and any of its future KannadaKali extensions after obtaining approval from KKNC-BoT, from the academic year 2024-2025.
3. TVKS-BOD representatives are invited on need basis for any meetings that involves changes in fee structures, and any critical decisions concerning TVKS-KannadaKali branch and its associated extensions. KKNC-BoT and TVKS-BOD shall not interfere in day-2-day operations. However, TVKS-BOD Observer will be monitoring and supporting the Administrative Committee for the operations.
4. The KKNC KannadaKali team upon request will provide its services through high-level management oversight, advising on matters such as teaching practices, teaching materials, assessments, and more to ensure the smooth operation of the program.
5. Following the latest KKNC-KannadaKali structure introduced and added to KKNC's constitution, TVKS-KannadaKali branch will have following three key roles to ensure smooth day-to-day operations:
 - Principal: key role of this title will entail local administration, tasked with managing and overseeing day-to-day operational tasks and issues.
 - Branch Representative: A newly introduced role for which a candidate will be identified ideally from the core TVKS-KannadaKali team who will be part of KKNC-KannadaKali Administrative team, focusing on registration, annual fee and reporting any grievances or concerns related to the branch.
 - Treasurer: One individual will be designated to oversee finances, collaborating with Both TVKS-BOD, KKNC-BoT and the KannadaKali main branch (if necessary).
6. TVKS-BOD will identify and appoint a qualified TVKS-KannadaKali branch principal for a general 2-4year term commencing from the Academic year, 2024-2025, after consulting out-going principal when his/her term ends and/or expresses interest to leave before the term ends.
7. The newly appointed TVKS-Kannada Kali Principal will take the lead in selecting the rest of the core team but not limited to members such as Treasurer and branch representative after obtaining consensual agreement from teacher volunteers and TVKS-BOD. TVKS-BOD retains the right to make any changes in the team if there are any disagreements, and any changes will be communicated to the KKNC BoT.
8. The school selection and setup will continue collaborative work amongst the two organizations. However,

active role to establish the required facility for school to resume every year. The TVKS team will provide the required assistance in this basic facility availability for the classes to run smoothly.

9. Curriculum, textbooks, and workbooks for the KKNC-KannadaKali-TVKS branch will remain provided by KKNC KannadaKali Milpitas Main Center.
10. Essential tasks such as acquiring new books and updating the curriculum will be the sole responsibility of the KKNC KannadaKali book committee, and they will oversee these tasks entirely. However, if any additional help is required, TVKS branch team members will assist in the process.
11. TVKS will provide funding to cover all operational costs, ensuring the smooth functioning of all TVKS KannadaKali branch and its future extensions (e.g. Brentwood). In case the registration funds are not enough to procure the facility, insurances, and operational expenses for TVKS KannadaKali branch and/or extensions then TVKS-BOD will take responsibility for providing shortage of funds. Under no circumstances, TVKS will tap into any funds available in TVKS-KannadaKali accounts for any purposes other than running the KannadaKali related activities.
12. During the closure of the academic year, financial and accounting books related to TVKS KannadaKali branches will need to be audited and the student registration fees collected during the beginning of the academic year that contains KKNC membership part will be transferred to KKNC Executive account in full.
13. TVKS will provide the funding towards carrying the liability insurance for the classes as per the school district/ facility rental requirements, where needed.
14. If there is membership fee increase from KKNC or TVKS, KannadaKali student fees will be revised aligning with the following academic year for CY2024, are \$75.00 for KKNC and \$50.00 for TVKS.
15. If there are any issues for KannadaKali registrations due to membership fees increase, it will have to be discussed, negotiated & agreed between KKNC-BoT and TVKS-BOD before moving forward. It's desired to keep it simple and more stable.
16. KKNC-KannadaKali-TVKS branch Treasurer invites TVKS-BOD for annual account auditing when it is done with KKNC-BoT. Also, it is the sole responsibility of the Treasurer to include TVKS-BOD during financial matter consultations like taxation and CPA engagements.
17. In the unlikely event that KKNC-KannadaKali-TVKS branch or any of its associated extensions must be shut down their operations in the mid-year or so, the prorated refund should be made from KKNC KannadaKali TVKS branch bank account to the registered students' families. The TVKS and KKNC membership fee are not in the scope of the refund.
18. The cancelation of MOU and continuation of KannadaKali TVKS branch will be a joint decision and agreement between the KKNC-BoT and TVKS-BOD followed up with a resolution in their respective executive decision-making teams.
19. Any part of the original MOU signed on September 23, 2018, that is not changed in this Amendment will be in force.
20. The duration of this MOU with the amendments will be valid for 5 years from the date of signatures by both the organizations boards. After 5 years or based on the need, both the organizations will meet and decide to make any needed changes. In case of any circumstances where KKNC-BoT and TVKS-BOD are not able to meet for further renewal or Amendment, this MOU amendment will stay effective for a max of 6 months from the expiry of the MOU.
21. During this MOU period, both organizations reserve the right to call for a meeting with KKNC-BoT and TVKS-BOD for any key decisions affecting the smooth running of TVKS-KannadaKali branch and its associated extensions.
22. TVKS-BOD will discuss and will honor and follow the constitution including any amendments set-forth by KKNC-BoT always regarding KannadaKali.

Signatures for Approval

This is a memorandum of understanding amendment between KKNC-BoT and TVKS BOD regarding ownership and responsibilities of the KannadaKali -TVKS branch and extensions signed by following executives.

Tri Valley Kannada Sangha (TVKS-BOD)

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Name: Shantharam Gummaraju**Title: Chairman****Date: 6/22/2024**

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Name: Gopal Sridhara**Title: President & Board of Director****Date: 6/22/2024**

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Name: Guru Prasad**Title: Board of Director****Date:**

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Name: Raviraj Pangal**Title: Board of Director****Date:**

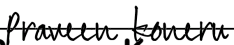
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Name: Veena Gireesha**Title: Board of Director****Date:**

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Name: Praveen Koneru**Title: Board of Director****Date:**

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**Name: Rajani Ganguly****Title: Board of Director****Date:**DocuSigned by:
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Kannada Koota Northern California (KKNC-BOT)

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Name: Gururaj Tarikere**Title: BoT Chair****Date: 6/22/2024**

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Name: Basavaraj Banakar**Title: BoT Vice Chair****Date:**

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Name: Sridhar Lakshminarayana**Title: BoT Member****Date: 6/23/2024**

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Name: Diwakar Ramadasu**Title: BoT Member****Date: 6/23/2024**

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Name: Vasanth Balagere**Title: BoT Member and President****Date:**