

## **MEMORANDUM OF UNDERSTANDING BETWEEN PACIFICA SCHOOL DISTRICT AND PACIFICA SCHOOL VOLUNTEERS**

This Memorandum of Understanding (hereafter “MOU”) describes and confirms the expectations and responsibilities of Pacifica School District (hereafter “DISTRICT”) and Pacifica School Volunteers (hereafter “PSV”) related to PSV’s provision of services to DISTRICT as described in this MOU.

The term of this MOU will be from September 1, 2016 to August 31, 2017 unless terminated earlier pursuant to the conditions outlined in Section VI (“Termination”). Unless notice of termination is given no less than 30 days before the end of the fiscal year, June 30th, it will be deemed to automatically renew for another fiscal year.

### **I) RESPONSIBILITIES OF PACIFICA SCHOOL VOLUNTEERS**

- A) PSV will recruit and train community volunteers and high school students (hereafter “PSV volunteers”) and will coordinate with DISTRICT to place them in positions as classroom assistants in DISTRICT schools.
- B) PSV will arrange for and pay for fingerprinting of all adult PSV volunteers who regularly work with students through the DISTRICT approved fingerprinting service.
- C) PSV agrees that all adult PSV volunteers whose functions require frequent or prolonged contact with students will complete tuberculosis testing the same as the testing described in California Education Code Section 49406. PSV will provide tuberculosis testing verification for all PSV volunteers.
- D) PSV will also coordinate events and educational workshops for parents and volunteers to supplement and enhance the education provided by DISTRICT.
- E) PSV will obey all laws and policies that govern school district property including those laws and policies applying to possession and use of alcohol and tobacco (such as, for example, Board Policy 3513.3, Tobacco-Free Schools). PSV will follow all California Education Code and other local, state and federal laws and policies that pertain to school property.
- F) PSV shall be responsible for the security of building space it uses and shall not hold the DISTRICT responsible for any theft or damage to property. In addition, if DISTRICT property is damaged or stolen due to negligent act of PSV, its employees, agents, contractors, parents and students, PSV shall be responsible for its repair or replacement.
- G) PSV will request Volunteers and Staff wear PSV ID cards when on site.

### **II) RESPONSIBILITIES OF PACIFICA SCHOOL DISTRICT**

In exchange for the services provided to DISTRICT by PSV, DISTRICT will provide the following to PSV.

- A) DISTRICT agrees to provide a classroom or equivalent space at a DISTRICT school facility for PSV to use as its administrative office. The room provided will be equipped with at least two adult size desks, heat and electricity, building security and maintenance support and access to a bathroom. DISTRICT has discretion to select the room assigned to PSV's use, and may require PSV to relocate to accommodate the needs of DISTRICT. If DISTRICT elects to reassign PSV to a different room, DISTRICT agrees to provide PSV at least thirty days' notice in advance of the date of the move.
- B) DISTRICT agrees to make available Vallemar School computer lab and three (3) additional classrooms, for five weeks beginning June 21, 2017– July 21, 2017 for use by Pacifica School Volunteers for ThinkBridge Summer Camp. The DISTRICT also agrees to make available a set of student bathrooms with outside access.

Pacifica School Volunteers acknowledges that aside from the limited term use rights provided for herein, this Agreement confers on Pacifica School Volunteers no ownership or other rights with respect to any District property. Further, the Parties understand and agree that nothing in this agreement shall be construed as conferring on Pacifica School Volunteers title to any portion of district property.

Pacifica School Volunteers will have sole responsibility for cleaning the classrooms and delivering trash to the appropriate receptacle. The DISTRICT will have sole responsibility for cleaning and maintenance of the student bathrooms. The DISTRICT reserves the right to enter and inspect the classrooms for safety, emergency, and cleanliness purposes without prior notice to Pacifica School Volunteers. Pacifica School Volunteers also agrees to leave classrooms and computer lab in the same condition in which they were received. Any furniture or equipment moved will be returned to its original location. In the event of damage to any space occupied by PSV, District may hold PSV responsible for cost of repair.

Pacifica School Volunteers agrees to leave the classrooms and computer lab locked at the conclusion of each day's activities. . Custodial fees will apply if access is needed before 7:00 am, after 3:30 pm or over a weekend and will be billed at the overtime rate.

- C) DISTRICT further agrees to provide access to onsite parking for PSV employees.
- D) To facilitate the services provided by PSV to DISTRICT, DISTRICT agrees to provide PSV with the following administrative support: (i) internet access and email through the DISTRICT network and technical support to maintain same; (ii) use of the DISTRICT bulk mail permit for mailings from PSV; cost of mailing to be paid by PSV; (iii) use of DISTRICT copy machines at an agreed upon rate to be paid by PSV to DISTRICT. Except as stated herein, PSV will provide its own administrative supplies including telephones, computers, paper and office supplies, and other office equipment.
- E) DISTRICT will provide PSV with the use of DISTRICT facilities, including classrooms and multipurpose rooms, for events and workshops sponsored and coordinated by PSV. Dates

and locations of events will be coordinated between DISTRICT and PSV. PSV agrees to complete facilities use applications for each occurrence.

- F) DISTRICT will assist provision of PSV Volunteers and Staff with PSV ID cards to wear on school sites.

### III) NO EMPLOYMENT RELATIONSHIP

PSV is an independent, non-profit corporation and maintains its own administrative staff. Nothing in this MOU shall be construed as establishing either an employer/employee or joint venture relationship between PSV and DISTRICT. PSV expressly acknowledges and accepts that neither it nor its agents has any rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to any civil service statutes, regulations or rules applicable to DISTRICT.

### IV) INSURANCE

- A) PSV agrees to have and maintain, for the duration of the contract, a general liability insurance policy insuring PSV in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage. PSV shall add DISTRICT as additional insured to this policy. PSV shall provide DISTRICT with an endorsement effecting coverage required by this subparagraph. Further, PSV, upon DISTRICT's request, shall furnish DISTRICT with a Certificate of Insurance, which shall provide that DISTRICT will receive thirty (30) days prior notice of cancellation, change in scope or modification in coverage of such insurance coverage.
- B) DISTRICT agrees to have and maintain, for the duration of the contract, a general liability insurance policy insuring DISTRICT in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage. This policy may be in the form of self-insurance.

### V) INDEMNITY

- A) It is agreed that PSV shall defend, hold harmless and indemnify DISTRICT, its officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property arising from the negligent acts or omissions of PSV, its officers, agents, employees and/or volunteers.
- B) It is agreed that DISTRICT shall defend, hold harmless and indemnify PSV, its officers, agents, employees and/or volunteers from any and all liability, damage, cost, expense, and/or claims for injuries to persons and/or damage to property arising from the negligent acts or omissions of DISTRICT, its officers, agents and employees.

### VI) TERMINATION

- A) This MOU may be terminated by either party without cause upon 30 days written notice to the other party to the address set forth in paragraph C below.

- B) Either party to this agreement may immediately terminate the MOU upon a material breach by the other party. Notice of termination specifying the reason for termination shall be provided in writing to the address set forth in paragraph C below.
- C) Notice of termination to DISTRICT shall be provided to the following address: 375 Reina Del Mar, Pacifica, CA 94044.

Notice of termination to PSV shall be provided to the following address: 375 Reina Del Mar, Pacifica, CA 94044.


VII) GENERAL PROVISIONS

- A) This MOU shall be governed by the laws of the State of California. The venue for all litigation related to this MOU shall be San Mateo County.
- B) The section headings contained herein are for reference only and are not intended to define the scope of any provision of this MOU.
- C) This MOU contains the entire agreement between the parties and supersedes all other oral or written provisions. The MOU may only be modified by a written agreement signed by both parties.
- D) Original copies of this MOU shall be executed by authorized signatories of the respective parties. This MOU may be executed in counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.
- E) If any term or provision of this MOU shall be found illegal or unenforceable, this MOU shall remain in full force and effect and such term or provision shall be deemed stricken.

PACIFICA SCHOOL DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

PACIFICA SCHOOL VOLUNTEERS

By:  Date: 11.4.2016  
Title: Executive Director