



COMPTON UNIFIED SCHOOL DISTRICT MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is hereby made and entered into by and between [INSERT NAME OF STRATEGIC PARTNER] ("Strategic Partner"), and Compton Unified School District ("District"), a public school district duly organized and existing under the laws of the state of California, on the date last executed below. Strategic Partner and District may each be referred to herein individually as a "Party," and collectively as the "Parties."

Insert consultant name (from W9)

RECITALS

What does the consultant/organization specialize in - list services for CUSD

WHEREAS, Strategic Partner is a [INSERT QUALIFICATIONS AND REASON FOR COLLABORATION WITH STRATEGIC PARTNER];

WHEREAS, the [INSERT NAME OF PROGRAM OR PROJECT] ("Program") is a [INSERT BRIEF SUMMARY OVERVIEW OF THE PROGRAM OR PROJECT'S PURPOSE] ("Purpose");

WHEREAS, the Parties desire to collaborate on the Program to carry out the Purpose;

NOW, THEREFORE, in order to formalize the collaborative partnership between the Parties, and in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to develop, create, and implement a collaborative partnership between the Parties to carry out the obligations, activities, and services set forth in Section 4 below in furtherance of the Program's Purpose.

2. PROGRAM TERMS

Box extracted - complete Exhibit A

The Program shall include the events and activities, and shall be funded, in accordance with **Exhibit A** attached hereto and incorporated herein by reference. ~~[INSERT FEE TERMS OR INCLUDE IN EXHIBIT A]~~. Each Party shall appoint a primary point of contact for the Program, which is included in **Exhibit A** ("Point of Contact").

3. TERM

The term of this Agreement shall commence on [INSERT DATE] and continue through [INSERT DATE], unless earlier terminated pursuant to this Agreement. This Agreement may be extended or amended upon mutual written consent of the Parties.

Insert Start and End dates here - Month XX, 20XX

4. SERVICES; OBLIGATIONS OF THE PARTIES

4.1. Strategic Partner Obligations.

- a. ~~[INSERT PROGRAM SPECIFIC STRATEGIC PARTNER OBLIGATIONS]~~
- b. All Strategic Partner personnel participating in the Program shall comply with all District policies, procedures, rules, and regulations while on District property and when employing personnel to carry out its obligations, including non-discrimination.
- c. Strategic Partner shall not allow any of its employees who are registered sex offenders or have been convicted of a lewd act access to any student information and shall prohibit any such employees from participating in this Agreement and entering District property.
- d. Strategic Partner shall ensure Point of Contact for the Program is current and amended to reflect any changes.

4.2. District Obligations.

- a. ~~[INSERT PROGRAM SPECIFIC DISTRICT OBLIGATIONS]~~
- b. The District is responsible and maintains responsibility for conducting comprehensive background checks of the teachers, substitute teachers, support staff, and volunteers working with the District as it relates to the Program.
- c. The District may require that any employee, facilitator, or volunteer of Strategic Partner operating on behalf of Program on the District's property exit the District's property if the District determines, in its sole discretion, that the employee, facilitator, or volunteer performs unsatisfactory; refuses to follow the District's administrative policies, procedures, rules, and regulations; or violates any federal or state law.
- d. The District shall ensure Point of Contact for the Program is current and amended to reflect any changes.

5. FEES

In consideration of the obligations set forth above, payment shall be made to ~~[INSERT PARTY WHO IS PAID FOR SERVICES]~~ by ~~[INSERT OTHER PARTY]~~ on a ~~[INSERT PAYMENT FREQUENCY]~~ basis. Payment will be made thirty (30) days after receipt of invoice for such services. Invoices shall be submitted in a form acceptable to the District.

OR

[Alternative where there is only an exchange of services: Each Party shall be responsible for its own costs and fees incurred in connection with carrying out the obligations set forth in Section 4 above.]

6. BACKGROUND CHECKS AND FINGERPRINTING

Strategic Partner certifies that all of its employees, facilitators, and volunteers working in the Program who have contact with students have undergone a comprehensive criminal

This is where you type who is paying who and what type of frequency (monthly/quarterly/annually)

Insert "non-applicable in all sections if it does not apply to agreement"

background check and that, by nature of each facilitator's or volunteer's employment with Strategic Partner, such background checks are/were in full compliance with Education Code section 45125.1 (see **Exhibit B**, Criminal Background Investigation). The District may, at any point, request information to verify that Strategic Partner's personnel interacting with District students have passed the background check.

7. OWNERSHIP OF MATERIALS

The Parties agree that any intellectual property that is jointly developed through activities carried out pursuant to the Agreement can be used by either Party for any non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other, unless otherwise set forth in Section 4 above. All pre-existing intellectual property materials owned by the Parties shall remain such Party's intellectual property. None of the District's pre-existing intellectual property may be used by the Strategic Partner without District's written consent.

8. INSURANCE

8.1 Policy Limits. The Parties represent that they maintain sufficient insurance coverage through self-insurance and/or third-party coverage to meet their respective indemnity obligations as set forth under this Agreement. The District shall ensure that the transportation vendor has all required insurance and licenses, if applicable. Strategic Partner shall procure and maintain at all times it performs any portion of the Program the following insurance with minimum limits equal to the following (check all that apply):

Insurances types can be difficult to understand and gets technical with every contract - contact your contracts desk with questions and/or refer to the "CUSD Insurance Requirements form"

☐ Commercial General Liability:	\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; \$1,000,000 personal injury aggregate.
☐ Automobile Liability, Any Auto (combined single limit):	\$1,000,000 per occurrence
☐ Workers' Compensation:	Broad form all-states coverage; statutory limits pursuant to State law.

☐ Employer's Liability:	\$1,000,000 limit per occurrence.
☐ Professional and Technology Liability (E&O):	\$1,000,000 per occurrence
☐ Cyber Liability:	Not less than \$1,000,000 per occurrence
☐ Sexual Abuse or Molestation:	Not less than \$2,000,000 per occurrence
☐ Environmental Impairment Liability:	Not less than \$1,000,000 aggregate.
☐ Fiduciary Liability:	Not less than \$1,000,000 per occurrence.

8.2 Proof of Coverage. Prior to commencement of the Program, Strategic Partner shall provide to the District proof of adequate insurance coverage, including those listed below, to the satisfaction of the District. Certificates

and insurance policies shall include:

- a. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating the date of cancellation or reduction. The date of cancellation or reduction shall not be less than thirty (30) days after the date of mailing of the notice."
- b. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- c. An endorsement stating that the District is named as an additional insured under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by the District.
- d. All policies shall be written on an occurrence form.

9. TERMINATION OF THE AGREEMENT

9.1 Termination Without Cause. This Agreement may be terminated by Strategic Partner or the District for any reason by giving the other Party at least thirty (30) days' written notification.

9.2 Termination With Cause by the District. The District may terminate this Agreement immediately upon giving notice of intention to terminate for cause. Cause shall include:

- a. Material violation of this Agreement by Strategic Partner; or
- b. Any act or omission by Strategic Partner exposing the District to liability to others for any claim.
- c. Notice by the District shall contain the reasons for such intention to terminate, and unless within three (3) calendar days after the notice is sent the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

10. INDEMNIFICATION

10.1 By Strategic Partner. Strategic Partner shall defend (with counsel acceptable to District), indemnify, and hold the District harmless, including, but not limited to, its governing board, officers, attorneys, employees, volunteers, and agents, from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands, judgments, court costs, attorneys' fees, and any settlement paid, which may arise out of, or relate to, any performance or nonperformance by Strategic Partner, including its subcontractors, vendors, employees, volunteers, facilitators, attorneys, or agents under this Agreement.

10.2 By District. District shall defend (with counsel of District's choice),

indemnify, and hold Strategic Partner harmless, including, but not limited to, its governing board, officers, attorneys, employees, volunteers, and agents, from and against any and all claims, costs, allegations, losses, damages, liabilities, expenses, demands, judgments, court costs, attorneys' fees, and any settlement paid, which may arise out of, or relate to, any performance or nonperformance by the District, including its Board members, employees, faculty, students, subcontractors, vendors, attorneys, volunteers, or agents under this Agreement.

10.3 Survival of Indemnification Obligations. This Section 10 shall survive the termination of this Agreement.

11. CONFIDENTIALITY

11.1 Data Privacy Laws. Strategic Partner and its personnel carrying out services in connection with the Program may be granted access to records protected under federal and state laws, including but not limited to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99), the Children's Online Privacy Protection Act (15 U.S.C. § 6501 *et seq.*; 16 C.F.R. Part 312), the California Information Practices Act (Cal. Civ. Code § 1798 *et seq.*), the Student Online Personal Information Protection Act, and relevant provisions of the California Education Code and Constitution (collectively, "Data Privacy Laws").

11.2 Non-Disclosure. If access is granted or Strategic Partner receives any personnel or student records protected by the Data Privacy Laws, or other confidential information of District in connection with its performance hereunder, Strategic Partner shall use confidential information solely to perform Services under this Agreement, and only to the extent necessary for a legitimate educational interest. Strategic Partner shall not disclose such information to third parties without prior written consent from the District, parent, or eligible student, except as permitted by law. Strategic Partner shall implement appropriate safeguards in accordance with industry standards to prevent unauthorized disclosure and shall ensure its personnel, including employees, officers, directors, managers, subcontractors, affiliates, or representatives, comply with the obligations set forth in the Data Privacy Laws. In the event of a subpoena or legal process requiring disclosure, Strategic Partner shall notify the District within forty-eight (48) hours (or sooner if required) to allow the District to assert any applicable rights. These confidentiality obligations survive the termination of this Agreement.

12. GOVERNING LAW

This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, with no right to remove an action to federal court.

13. DISPUTES

In the event of a dispute between the Parties as to this Agreement, the Parties shall attempt to resolve the dispute by informal negotiation and/or mediation.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures.

15. LEGAL STATUS

The Parties, in the performance of this Agreement, shall be and act as independent contractors. Each Party understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the other Party, and are not entitled to benefits of any kind or nature normally provided employees of the other Party and/or to which the other Party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Each Party assumes full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes.

16. NOTICES

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either Party hereto to the other, shall be made in writing and shall be deemed to have been fully given or made or sent upon actual delivery or seventy-two (72) hours after deposit in the United States mail, registered and postage prepaid, and addressed as follows:

DISTRICT:

COMPTON UNIFIED SCHOOL DISTRICT

Accounts Payable
501 S. Santa Fe Ave.
Compton, CA 90221

STRATEGIC PARTNER:

Can be completed by
either CUSD requesters or
consultant

Name

Address

City

Telephone

Email

The address to which any notice, demand, or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

17. BOARD APPROVAL

This Agreement shall not be valid or binding upon the District unless and until it has been

approved by the District's Board of Trustees. Any waiver, amendment, modification, consent, or acquiescence with respect to this Agreement or any provision of the Agreement or with respect to any failure to perform in accordance therewith shall be set forth in writing and duly executed by or on behalf of the Party to be bound thereby. Any modification or amendment of this Agreement affecting time of performance, scope of work, or other material element shall not be valid or binding upon the District unless and until it has been approved by the District's Board of Trustees.

18. CONFLICT OF INTEREST

The Parties warrant that they do not have any business or financial interests that are in conflict with their obligations under this Agreement and further agree to disclose any such interest which may be acquired during the life of this Agreement.

19. ASSIGNMENT

The Parties shall not assign this Agreement or any part thereof, including its obligations, without the written consent of the other Party.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. AUTHORIZATION

Each of the Parties to this Agreement represent and warrant that the undersigned individual has full authority to execute this Agreement on behalf of the Party for which they sign.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties on the date written below.

STRATEGIC PARTNER:

**BOARD OF TRUSTEES OF THE
COMPTON UNIFIED SCHOOL
DISTRICT:**

By: _____

By: _____

Name: _____

Shannon Soto, Ed.D.
Chief Administrative Officer
Business Administrative Services

Title: _____

Date: _____

Date: _____

Consultant to sign
and complete, e-
signatures ok with
certificate

To be signed after
board approval and
with the assistance
of the contracts
desk

EXHIBIT A

Program Terms and Description

Strategic Partner Name:	[INSERT NAME OF STRATEGIC PARTNER]
Program Name:	[INSERT NAME OF PROGRAM OR PROJECT]
Program Overview:	[INSERT DESCRIPTION OF THE PROGRAM, INCLUDING BACKGROUND, PROGRAM GOALS, FUNDING SOURCES, AND ANY OTHER THIRD PARTY CONTRIBUTORS.]
Program Primary Points of Contact:	COMPTON UNIFIED SCHOOL DISTRICT [INSERT NAME AND TITLE] [INSERT PHONE NUMBER] [INSERT EMAIL] STRATEGIC PARTNER: [INSERT NAME AND TITLE] [INSERT PHONE NUMBER] [INSERT EMAIL]

Overview can be taken from
board agenda content

Complete ALL fields

EXHIBIT B

Criminal Background Investigation **Fingerprinting and Megan's Law Certification**

CERTIFICATION TO BE COMPLETED BY STRATEGIC PARTNER. THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND THEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

☐ Fingerprint / Background Check Certification (Ed. Code, § 45125.1).

Pursuant to Education Code section 45125.1, Strategic Partner has obtained for any Program facilitator or volunteer who will interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, a valid criminal records summary provided by the Department of Justice ("DOJ").

The facilitator or volunteer has provided sets of fingerprints to the DOJ that the DOJ used to obtain a criminal record summary information from itself and the FBI. The DOJ reviewed the criminal record summary it obtained from its internal search and the FBI to ascertain whether the facilitator or volunteer has a conviction or an arrest pending final adjudication, for any sex offense, controlled substance offense, crime of violence, or serious or violent felony. If the criminal record summary reflected a conviction or arrest for any of these, that facilitator or volunteer shall not perform any services for the District.

Strategic Partner shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service.

☐ Megan's Law (Sex Offenders).

I have verified and will continue to verify that all employees, Program facilitators, and volunteers that will be on District property are not listed on the State of California's "Megan's Law" website (<http://www.meganslaw.ca.gov/>).

DATE: _____

ORGANIZATION: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

To be completed by
vendor - e-signatures ok
with certificate