

ELK GROVE UNIFIED SCHOOL DISTRICT
COSUMNES COMMUNITY SERVICES DISTRICT
FIRE DEPARTMENT

Memorandum of Understanding

This memorandum of understanding (“Agreement”) is made and entered into effective upon the date signed by the parties: Cosumnes Community Services District Fire Department, hereinafter referred to as “CCSDFD,” and Elk Grove Unified School District, hereinafter referred to as “EGUSD.” CCSDFD has its principal place of business at 8812 Elk Grove Blvd., Elk Grove, CA 95624.

RECITALS

WHEREAS, EGUSD is preparing students for college, career and life success; and

WHEREAS, EGUSD is committed to providing students with opportunities for civic engagement; and

WHEREAS, the “Summer at City Hall” is a civic engagement effort co-sponsored by the City of Elk Grove and EGUSD; and

WHEREAS, the “Summer at City Hall” strives to expose participating students to a variety of careers in the public service sector; and

WHEREAS, CCSDFD has appropriate staffing and training to expose participating students to careers in fire control and emergency services, which are part of the public service sector; and

WHEREAS, CCSDFD and EGUSD desire to enter into this Agreement on the terms and condition set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CCSDFD and EGUSD agree as follows:

I. SCOPE OF SERVICES

- A. CCSDFD shall host one (1) student in the offices of the CCSDFD headquarters for no more than four (4) hours on July 27, 28 and 29 for the purposes of a job shadow;
- B. CCSDFD shall provide adequate on-site supervision of and direction for the student during the job shadow; and
- C. CCSDFD shall allow the on-site supervisor to participate in a one-hour orientation for employers hosting job shadow experiences on July 9 from 10 a.m. to noon at the Elk Grove City Council chambers.
- D. CCSDFD shall provide exposure to a variety of facets of fire control and emergency services careers related to the functions of headquarters operations.
- E. EGUSD shall provide 30 hours of instruction prior to the job shadow experience to include, at a minimum, exposure to careers in the public service sector and job readiness skills;
- F. EGUSD shall provide supervision by a certificated teacher of all students participating in the job shadow at a ratio of no more than 25:1;

- G. EGUSD shall assign each participating Summer at City Hall student a real-world problem pertaining to local government to research and report on during the two-week experience;
- H. To the degree needed, EGUSD shall provide participating students with transportation to and from their assigned work site.
- I. The parent/guardian of the participating student shall complete the attached Activity Waiver Form to acknowledge that they are solely responsible for their child's participation in the job shadow experience.
- J. Should CCSDFD need to transport the student during the job shadow experience, the supervising EGUSD teacher will ensure that the attached Student Alternate Transportation Form has been completed by the student's parent or guardian to acknowledge that their child may be in a CCSDFD vehicle and that they are solely responsible.
- K. No student will be paid wages during the job shadow experience.
- L. No student shall be assigned tasks or duties during the job shadow experience that would normally be performed by a regular CCSDFD employee.
- M. CCSDFD shall treat as confidential all information relating to students, and all records and information accessed while providing services under this Agreement. Except as required by law or a court order, CCSDFD shall not disclose to any third person or entity any confidential or private information regarding a student without the written consent or authorization of that student's parent or legal guardian.

II. COMPENSATION AND PAYMENT

There shall be no exchange of funds or payment associated with this agreement.

III. TERM

This Agreement shall be effective from the date signed by both parties through July 31, 2015.

IV. COMPLIANCE WITH LAWS

CCSDFD and EGUSD shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

V. STATUS OF CONTRACTOR

- A. It is understood and agreed that CCSDFD (including CCSDFD employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CCSDFD assigned personnel shall not be entitled to any benefits payable to employees of EGUSD. CCSDFD is an independent contractor that provides services to students of EGUSD with no fee to the EGUSD or its students, except as provided in this Agreement. CCSDFD hereby indemnifies and holds EGUSD harmless from any and all claims that may be made against EGUSD based upon any contention by any third party that an employer-employee relationship exists by reason of Agreement.
- B. Attorneys' Fees: If any action or proceeding arising out of or relating to this Agreement is commenced by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding.
- C. It is understood and agreed by the parties hereto that all personnel employed by CCSDFD shall be entirely and exclusively under the direction, supervision, and control of CCSDFD. All terms of employment, including schedule, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by CCSDFD.

VI. ASSIGNMENT

Neither party may assign or delegate this Agreement without the prior written consent of the other party.

VII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

VIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, the parties agree to binding arbitration to settle the dispute prior to any civil litigation, pursuant to the laws of the State of California, once the informal resolution process has been exhausted.

IX. TERMINATION

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

X. PRIOR AGREEMENTS

This Agreement constitutes the entire contract and full understanding between CCSDFD and EGUSD regarding the subject matter of this Agreement. Any other agreements, whether oral or written, between CCSDFD and EGUSD regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement. This Agreement is intended to be comprehensive as an integrated agreement containing all of the understandings and contractual obligations of the parties regarding these issues.

XI. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement.

Signatures transmitted by facsimile shall be deemed original signatures.

XII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibit A attached hereto are part of this Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as the day and year first written above.

By _____ Date _____
Tracey Hansen, Fire Chief
Cosumnes CSD Fire Department

By _____ Date _____
Carrie Hargis
EGUSD Director of Fiscal Services

DRAFT

ELK GROVE UNIFIED SCHOOL DISTRICT
COSUMNES COMMUNITY SERVICES DISTRICT
FIRE DEPARTMENT

EXHIBIT A

Mutual Indemnification and Coverage Obligations between the Elk Grove Unified School District (EGUSD) and Cosumnes Community Services District Fire Department (CCSDFD)

Indemnification: To the fullest extent allowed by law, EGUSD shall defend, indemnify and hold harmless CCSDFD and its directors, officers, agents, employees and guests, against any claim or demand arising from any actual or alleged act, error, or omission by EGUSD or its elected and appointed officials, directors, officers, agents, employees, volunteers, or guests.

To the fullest extent allowed by law, CCSDFD, shall defend, indemnify and hold harmless EGUSD and its elected and appointed officials, directors, officers, agents, employees, volunteers, and guests, against any claim or demand arising from any actual or alleged act, error, or omission by CCSDFD or its directors, officers, agents, employees or guests.

Insurance/Coverage: The insurance or liability coverage¹ shall include, as may be reasonable and appropriate given the acts and activities contemplated by this agreement: commercial general liability, premises liability, automobile liability (owned, not-owned, and hired) professional liability/errors and omissions, employer's liability, product liability, completed operations, and/or educator's legal liability coverage. To the full extent of the Parties' respective indemnity obligations, but only up to the agreed limit of liability set forth below the Parties' insurance or liability coverage agreements shall also be endorsed to extend "additional insured" or "additional covered party" status to all proposed indemnities.

Limits of Insurance/Coverage: EGUSD and CCSDFD agree to purchase and/or maintain through the duration of this agreement, and for a period of no less than one (1) year(s) thereafter, insurance or liability coverage (such as liability coverage provided by a Joint Powers Agency) ensuring their ability to meet their respective defense and indemnity obligations set forth above. Such insurance or liability coverage shall have a limit of liability of no less than \$1,000,000 per claim/occurrence, and \$2,000,000 in the aggregate.

Each Party also represents that for the period of this agreement they will also purchase and maintain any insurance or liability coverage as required by law or regulation, including workers' compensation coverage. With respect to such required coverage, each Party shall provide evidence of such coverage by way of a Certificate of Insurance or Certificate of Coverage.

In the event of a claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

¹ The Elk Grove Unified School District has "coverage" through both pooling and hybrid risk financing through joint powers authority agreements.

Memorandum of Understanding Between Yuba City and Yuba City Unified School District

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into effective upon the date signed by the parties: Yuba City and Yuba City Unified School District, hereinafter referred to as "YCUSD". YCUSD has its principal place of business at 750 Palora Avenue, Yuba City, CA 95991.

The purpose of this MOU is to memorialize the intent, agreement and roles of services of the "Summer at City Hall" civic engagement effort co-sponsored by Yuba City and YCUSD.

I. GOAL AND VISION

- A. Vision: Yuba City, YCUSD and other community adults support all students in becoming active citizens who vote, volunteer, lead, give back and are committed to improving their communities.
- B. Goal: Yuba City and YCUSD partner to help students gain 21st century skills, learn about and increase interest in careers in local government, provide opportunities for students to become civic minded, and increase youth voice in real city issues.

II. OBJECTIVES

- A. Students learn about how local government operates;
- B. Students understand what active citizenship means;
- C. Student learn 21st century and civic skills;
- D. Students become involved in improving their community;
- E. Students register to vote, volunteer their time and step up to be leaders;
- F. Students learn how to advocate for themselves and others; and
- G. Students explore and experience careers in city government, gain work experience and reflect on how this program impacts their course and college choices.

III. OUTCOMES

- A. Youth Outcomes
 - i. Youth increase awareness and knowledge of how government works and its role in the community;
 - ii. Youth make connections to adults in city government and with community stakeholders;
 - iii. Youth develop 21st century skills that will help them in school, life and work;
 - iv. Youth understand role of government in helping them improve their community;
 - v. Youth identify ways they can impact their community and act on them;
 - vi. Youth become involved in their community by registering to vote, volunteering, leading, giving back and advocating for changes; and
 - vii. Youth become aware and interested in careers in public service.
- B. Organizational Outcomes
 - i. Yuba City and YCUSD strengthen their partnerships;
 - ii. Yuba City creates a pipeline for a more diverse workforce;
 - iii. Teachers learn about government and how to employ experientially based

- teaching practices;
- iv. Adults see youth as resources to the community; and
- v. Opportunities for youth to inform city policies increase.

IV. ROLES OF PARTNERS

- A. City. Hosts and coordinates the program, handles all logistics (facilities, set up of planning meetings, food, program speakers, job shadow opportunities), interviews and selects a teacher from the district to develop and teach the program, partners with district to recruit and interview students and co-develop curriculum with the teacher, supports implementation of the curriculum by the teacher, supports the teacher in the daily implementation of the program including organizing all speakers, job shadow placements, field trips, the graduation and city staff support for the mock council meeting and program evaluation.
- B. YCUSD. Recommends teachers for the program, assigns the selected teacher to teach the program, leads student recruitment, partners with city on student selection and curriculum development, is involved in the planning and development meetings for SACH. Note: the selected teacher shall be the lead in developing the curriculum, all class materials and learning activities, leads the class each day, addresses student issues, oversees student job shadow experience and field trips, and participates in the planning meetings.

V. GENERAL PROVISIONS

- A. Information Security and Confidentiality. Both Yuba City and YCUSD (employees, contractors, and/or students) agree to hold information passed between partners confidential unless prior release is provided.
- B. Student liability. Yuba City and YCUSD assume shared liability of any student while engaged in any Summer at City Hall activity.
- C. Termination. Either Yuba City or YCUSD may elect to terminate this MOU prior to the start of the planning of SACH each year, and after the program ends each year by providing written notice of intent to terminate the MOU.
- D. Funding: YCUSD Shall fund the program at \$30,000 from CPT Grant funds for Summer 2016. Yuba City shall bill YCUSD at end of the program with a documented invoice for expenses in line with the attached budget. Yuba City shall report all in kind support as part of the final document submission to YCUSD.
- E. Term. This MOU shall be effective starting February 2016 and renewal annually through December 2019 per mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as the day and year first written above.

By _____ Date _____

Nancy AaBerg, Superintendent, Yuba City Unified School District

By _____ Date _____

John Dukes, Mayor, Yuba City