

MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR SERVICES

Between

Santa Rosa City Schools (Hereafter "District") and Volunteer Center of Sonoma County (Hereafter "Volunteer Center")

I. Terms

- A. The effective date of this Agreement is from July 1, 2016 through June 30, 2017 and is for the school year.

II. Cancellation Provisions

- A. This Agreement may be terminated by either party with 60 days written notice to the other party. District agrees to pay for services already rendered.

III. Amendments

- A. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

IV. Invalid Provisions

- A. If any provision or provisions of this Agreement is found to be unenforceable by a court of competent jurisdiction, the provision or provisions shall be severed and the remainder of the Memorandum of Understanding shall continue in full force and effect.

V. Indemnification

- A. To the fullest extent permitted by law, Volunteer Center shall defend, indemnify and hold the District, Governing Board, officers, agents, volunteers, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of Volunteer Center, its officers, employees, volunteers, or agents.
- B. To the fullest extent permitted by law, the District shall defend, indemnify, and hold Volunteer Center harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the District, its Governing Board, officers, agents, volunteers and employees.

VI. Insurance Limits

- A. Each party, at its sole expense, shall at all times maintain insurance or self-insure for general liability against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person and one million dollars \$1,000,000 for property damage per occurrence.
- B. Volunteer Center will name the District, its Governing Board, officers, agents, volunteers, and employees as an additional insured and provide the District with a copy of the certificate of insurance and the additional named insured endorsement prior to the commencement of this agreement.
- C. District will name Volunteer Center, its officers, employees, volunteers, or agents as an additional insured and provide Volunteer Center with a copy of the certificate of insurance and the additional named insured endorsement prior to the commencement of this Agreement.
- D. Each party, at its sole expense, shall at all times maintain Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California.

- E. Each party, at its sole expense, shall at all times maintain Sexual Molestation or Harassment Liability with coverage extended to third parties with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- F. All public liability insurance shall insure performance of the indemnity provisions set forth in Section V of this agreement.

VII. Employment Provisions

- A. The parties agree all persons performing services under this Agreement shall comply with all applicable laws and policies of:
 - a. Screening in accordance with Education Code Section 45125 for the volunteer applicant, the Volunteer Center Custodian of Record (COR) will determine that the volunteer is eligible to work on school campuses if the California Department of Justice (DOJ) Applicant Fingerprint Response (AFR) or if the AFP response does not contain any activity that prevents the volunteer from meeting eligibility requirements.
 - b. Screening in accordance with Sonoma County Office of Education policies for the volunteer applicant, the Volunteer Center will verify that the submitted Tuberculosis (TB) Test report meets acceptability requirements and states the TB test date, read date, and “negative” result.
 - c. Compliance with Title VI of the Civil Rights Act of 1965 (42 U.S.C). 2000d through 2000d4 prohibiting race discrimination. Title IX of the Education Amendments of 1972 (20 U.S.C). 794 prohibiting handicap discrimination), the Age Discrimination Act 42 U.S.C. 6101 et seq. (prohibiting age discrimination), and the federal regulations adopted to implement these acts.
 - d. Volunteer Center is an equal opportunities employer and positively encourages applications from suitably qualified and eligible candidates regardless of race, color, religion or belief, sex, age, national origin, protected veteran status, disability status, sexual orientation, gender identity or expression, marital status, pregnancy or maternity, genetic information, or any other characteristic protected by law.

VIII. Property and Equipment

- A. All purchases of equipment that will become District property as a result of the Agreement shall be made in accordance with District standards and procedure.

IX. Financial Provisions

<u>Service</u>	<u>Amount Per Volunteer</u>
Summary of School-Site <u>New Volunteers</u> general costs of placing volunteers:	
Total costs per volunteer	\$125 billed monthly based on clearance expenditures
Summary of School-Site <u>Returning Volunteers</u> general costs of placing volunteers:	
Total costs per volunteer	\$50 billed monthly
Services include: processing applications, criminal background clearance, TB result filing, data collection and reporting. Services do not include: recruiting, training, or orientation.	

District’s Responsibilities and Duties

- A. Superintendent, principals and/or teachers will instruct volunteers to contact Volunteer Center’s 2-1-1 program to obtain clearance certification.
- B. Superintendent, principals and/or teachers will instruct staff to distribute flyers that outline clearance process with Volunteer Center’s 2-1-1.
- C. No volunteer shall be permitted on school premises without a current school year clearance on file.
- D. In order to insure that all volunteers currently meet district clearance requirements and are eligible to volunteer on school campuses, it is the responsibility of school-site personnel to verify that each new and each returning volunteer has been processed through the Volunteer Center.

E. Teachers/school personnel will provide direct site supervision of volunteers.

X. **Volunteer Center Services to Be Performed Under This Agreement**

Volunteer Center's Responsibilities and Duties

- A. Volunteer Center will process new volunteers as requested by principals, teachers, and program leaders.
- B. Volunteer Center will guide prospective volunteers through eligibility requirements: fingerprinting & TB test completions.
- C. Volunteer Center will provide clearance certificates for appropriate volunteers.
- D. When the School District informs returning volunteers to contact Volunteer Center's 2-1-1, Volunteer Center will track those that need to get a more recent TB test on file.

This Agreement is entered into and shall be construed in accordance with the laws of the State of California.

Date: _____

Date: _____

By: _____

Cami Kahl, Executive Director
Volunteer Center of Sonoma County
153 Stony Circle, Ste. 100
Santa Rosa, CA 95401

By: _____

Cindy Brennan, Director Human Resources
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401