

San Rafael City Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is dated this 7th day of August, 2018, by and between San Rafael City Schools, 310 Nova Albion Way, San Rafael, CA 94903 (hereinafter referred to as SRCS) and The Regents of the University of California, on behalf of the UC Berkeley Principal Leadership Institute, hereinafter referred to as "CONTRACTOR" whose place of business is 2121 Berkeley Way, Berkeley, CA 94720-1670 for Professional Services.

This Memorandum of Understanding represents the services which "CONTRACTOR" will provide to the "SRCS" at UC Berkeley, 2121 Berkeley Way, Berkeley, CA 94720-1670 during the 2018-19 school year.

ARTICLE I: DESCRIPTION OF THE CONTRACTING AGENCY—Contractor

The Regents of the University of California, on behalf of the UC Berkeley Principal Leadership Institute—Rebecca Cheung, PLI Program Director, to provide the coaching services.

ARTICLE II: STATEMENT OF SERVICES TO BE PROVIDED

UCB/PLI will provide 40 hours of coaching services to Principal Jason Richardson, not to exceed the amount of \$7,000.00, and 60 hours of coaching services to Principal Vanessa Flynn, not to exceed the amount of \$9,500.00, during the 2018-19 school year.

ARTICLE III: TERM OF SERVICES

Contractor shall commence work on September 1, 2018. Work to be completed by June 30, 2019.

ARTICLE IV: REQUIREMENTS OF THE SRCS

To support the delivery of quality educational services to students and the school, as part of this MOU, the SRCS agrees to the following: Provide a venue that fosters a professional environment suitable for coaching and learning.

ARTICLE V: TECHNICAL DIRECTION

Performance of the work under this MOU shall be subject to the direction of SRSC Deputy Superintendent Mayra Perez, who will meet intermittently with the administrators.

ARTICLE VI: FINGERPRINTING AND TB CLEARANCE

Education Code 45125.1 and 49406 and California Assembly Bill 346 indicate that employees of entities providing services on a school site must have a tuberculosis clearance and be fingerprinted by the California Department of Justice and FBI for a criminal records check and found not to have been convicted of a serious or violent felony. Accordingly, in the event that this MOU may involve contact with SRCS pupils, the Contractor shall comply with the provisions of Education Code section 45125.1 and California Assembly Bill 346 regarding the submission of employee fingerprints to the California Department of Justice and the FBI and the completion of criminal background investigations of its employees. The Contractor shall not permit any employee to have any contact with SRCS pupils until such time as the Contractor has verified in writing to the governing board of SRCS that the employee has not been convicted of a felony, as defined in Education Code section 45125.1. The Contractor's responsibility shall extend to any of its employees, subcontractors, agents, and all employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by SRCS, or acting as independent Contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this MOU, shall be provided in writing to SRCS prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student.

Contractor expressly agrees that: (1) Contractor and all of Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice and FBI, together with the requisite fee as set forth in Education Code section 45125.1; (2) Contractor shall not permit any employee to come in contact with pupils until the Department of Justice and FBI have ascertained that the employee has not been convicted of a serious or violent felony. Contractor is required to fulfill these requirements at its own expense; (3) Contractor certifies herein that none of its employees who may come in contact with pupils have been convicted of a serious or violent felony.

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Contractor further expressly agrees that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school site office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school site office staff of their proposed activities and locations at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without informing the school site office prior to any such change in location; (4) Contractor and Contractor's employees shall not use pupil restroom facilities; and (5) if Contractor and/or Contractor's employees find themselves alone with a pupil, Contractor and Contractor's employees shall immediately contact the school site office and request that a member of the school staff be immediately assigned to the concerned work location.

INITIALS OF Contractor _____

ARTICLE VII: INSURANCE

The parties agree to the Insurance terms in attached Exhibit A, incorporated herein by reference.

ARTICLE VIII: DEFENSE AND INDEMNIFICATION

The parties agree to the Indemnification terms in attached Exhibit A.

ARTICLE IX: COMPENSATION FOR SERVICES

- a) The SRCS agrees to pay Contractor a total of \$16,500.00 for the services described above. The Contractor will invoice SRCS in two installments, each in the amount of \$8,250.00, on September 1, 2018, and on February 1, 2019. The chart below provides justification for the total contract cost including description of services, the number of staff providing services, and hourly rates.

Contract Cost Justification for MOU

#staff/presenters	Description of services to be provided	Hourly/Daily Rate or Cost	Qty	Total
1	UCB/Principal Leadership Institute to provide coaching to Jason Richardson during his 2018-2019 principalship	\$175.00/hour	40 hours	\$7,000.00
1	UCB/Principal Leadership Institute to provide coaching to Vanessa Flynn during her 2018-2019 principalship	\$158.33/hour	60 hours	\$9,500.00
	Description of materials provided by Contractor	Cost	Qty	Total
		\$		\$
		\$		\$
	If needed, provide additional justification below.		Total:	\$16,500.00

- b) The SRCS agrees to pay the Contractor the contracted amount in one payment. The Invoice is to be generated by the Contractor on appropriate letterhead or form and shall include: description of services rendered during the invoice period; date and hours of services, hourly rates of staff or the specific services provided and a total. Invoices are to be sent to San Rafael City Schools, 310 Nova Albion Way, San Rafael, CA 94903.
- c) The Contractor shall maintain accurate records of costs incurred in performance of this MOU and shall make such records available to the SRSC upon request.

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ARTICLE X: TERMINATION

- a) **For Cause:** Either party may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this MOU; or
 - ii. any act by a party exposing the other party to liability to others for personal injury or property damage; or
 - iii. A party is adjudged a bankrupt, makes a general assignment for the benefit of creditors or a receiver is appointed on account of its insolvency. SRCS may secure the required services from another Contractor.
- b) **Without Cause:** Either party may, at any time, with or without reason, terminate this MOU. SRCS will compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by a party or no later than three days after the day of mailing, whichever is sooner.
- c) **Upon Termination:** N/A

ARTICLE XI: PRIOR AGREEMENTS

This MOU represents the sole agreement between SRCS and the Contractor with respect to the scope of services described herein. Any prior understanding or agreements, written or oral, between SRCS and the Contractor are superseded by this MOU. This MOU may be amended or modified only by a written instrument executed by both parties.

ARTICLE XII: SEVERABILITY

The invalidity or unenforceability of any one or more of the provisions of this MOU shall in no way affect the validity or enforceability of any of the other provisions hereof, and any provision that is prohibited by or under the laws of any jurisdiction shall be ineffective in such jurisdiction only to the extent of such prohibition and shall not invalidate or in anywise affect the other provisions hereof.

ARTICLE XIII: ALTERNATIVE DISPUTE RESOLUTION

In the event of dispute about any invoice or the quality of work of the "CONTRACTOR", the "SRCS" and "CONTRACTOR" agree to mediate such a dispute before a mutually agreed-upon mediator or a dispute resolution service.

ARTICLE XIV: COMPLIANCE WITH LAWS

Contractor shall observe and comply with all rules and regulations of the governing board of SRCS and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this MOU is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify SRCS, in writing, and, at the sole option of SRCS, any necessary changes to the scope of the Work shall be made and this MOU shall be appropriately amended in writing, or this MOU shall be terminated effective upon Contractor's receipt of a written termination notice from SRCS. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying SRCS of the violation, Contractor shall bear all costs arising therefrom.

ARTICLE XV: COPYRIGHT

The parties agree to the Copyright and Trademark/University Name provisions of attached Exhibit A.

ARTICLE XVI: AMBIGUITY

The parties to this agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

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ARTICLE XVII: ASSIGNMENT

Without the prior written consent of the non-assigning party, this MOU is not assignable, either in whole or in part.

ARTICLE XVIII: GOVERNING LAW

The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California. Venue for all litigation relative to the formation, interpretation, and performance of this MOU shall be in Alameda County, California.

ARTICLE XIX: ENTIRE AGREEMENT

This MOU, including any schedules and exhibits, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties. This MOU may only be amended by the written agreement of the parties.

CONTRACTOR

Contractor/Agency Name: The Regents of the University of California, on behalf of the UC Berkeley
Principal Leadership Institute
Address: 2121 Berkeley Way
Berkeley, CA 94720-1670

Contractor's Contact Person: _____

Title: _____

Telephone: _____ Email: _____

Signature _____ Date: _____

SAN RAFAEL CITY SCHOOLS

By Superintendent/Deputy: _____

Signature _____ Date: _____

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Principal Leadership Institute, Graduate School of Education, University of California, Berkeley

Project Contacts:

Rebecca Cheung
Program Director, Principal Leadership Institute
2121 Berkeley Way
Berkeley CA 94720-1670
Phone: 510-643-5784
Email rcheung@berkeley.edu

Karin Seid
Operations Manager, Principal Leadership Institute
2121 Berkeley Way
Berkeley CA 94720-1670
Phone: 510-642-2269
Email: kseid@berkeley.edu

Administrative Contact:

Paul Cunningham
Contracts & Grants Coordinator, Graduate School of Education
2121 Berkeley Way
Berkeley, CA 94720-1670
Phone: 510-664-4848
Email: paulc@berkeley.edu

Non-University Contracting Party:

Name of Party: San Rafael City Schools

Project Contact: **Mayra Perez**
Deputy Superintendent
310 Nova Albion Way
San Rafael, CA 94903
Phone: 415-492-3221
Email: mperez@srcs.org

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EXHIBIT A

Any other provision to the contrary notwithstanding, the following provisions shall govern the Agreement between the Regents of the University of California on behalf of its Principal Leadership Institute ("University") and the Berkeley Unified School District ("District") for services from September 1, 2018 through June 30, 2019.

1. Insurance.

- A. The parties will keep in full force and effect during the Term, at each party's own expense, insurance or in the case of the University, self-insurance with coverages as follows ("Insurance"):
 - i. Commercial Form General Liability Insurance with minimum limits as follows:
 - a. Each Occurrence \$1,000,000
 - b. Products/Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. General Aggregate \$2,000,000
 - ii. Workers Compensation as required by applicable law.
 - iii. Business Automobile Insurance with insurance coverage amount of \$1,000,000 per occurrence.
- B. If the Insurance is written on a claims-made form, it will continue for three years following termination of this Agreement.
- C. The Insurance will provide for a retroactive date of placement prior to or coinciding with the Effective Date of this Agreement.
- D. Each party will be named as an additional insured on the General Liability and Business Automobile Insurance of the other party, in proportion to and to the extent of the negligent acts or omissions of the former party's officers, employees and agents.
- E. Within thirty (30) days of the execution of this Agreement, each party will furnish the other party with a Certificate of Insurance ("Certificate of Insurance") evidencing compliance with the insurance provisions of this Agreement. Organization's Certificate of Insurance will be delivered to University's representative specified in Section 6. Each party is required to give 30 days' advance written notice to such other party of any modification, change, or cancellation with respect to the Insurance.
- F. The insurance requirements set forth in this Section will not limit a party's liability.

2. Indemnification. University and District shall each indemnify, defend and hold harmless the other party, its officers, employees and agents from and against all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement suffered by the indemnified party but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

3. Disclaimer of Warranty. THE UNIVERSITY MAKES NO WARRANTY AS TO THE QUALITY OF OR RESULTS TO BE OBTAINED FROM ANY SERVICES AND/OR FACILITIES PROVIDED BY THE UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability. In no event will the University be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the University is advised of the likelihood of such damages.

5. Copyright. The ownership of any preexisting inventions or copyright in works employed in the performance of this Agreement shall remain unchanged; provided, however, that each party hereby licenses to the other party the right to use such copyrighted work or invention only to the extent necessary to perform this Agreement. Contractor shall own the copyright of any materials produced in the performance of this Agreement.

6. Trademark/University Name. The University's name and trademarks are protected by California law and may not be used except to indicate identification or location without prior written approval of the University of California.