

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION
AND TWIN RIVERS UNIFIED SCHOOL DISTRICT**

THOUSAND STRONG DISTRICT FINANCIAL AGREEMENT

This Memorandum of Understanding (MOU) is entered into between the Sacramento County Office of Education (SCOE) and Twin Rivers Unified District (District) dated June 5, 2017 for reference purposes only.

District's students are participating in the City of Sacramento's (City's) Thousand Strong program - a paid internship program that matches young, talented students with businesses and readies them for success on the job. District will provide matching funds to pay community based organizations (CBOs) who are providing job training and/or support services to District's students in the Thousand Strong program.

SCOE will manage District funds and disburse them to CBOs for the provision of such services pursuant to the terms in this agreement. City is the lead agency on the Thousand Strong program.

Accordingly, the parties agree as follows:

GENERAL PROVISIONS

- A. Term. This MOU takes effect when executed by both parties, as indicated by the dates in the signature blocks below, and terminates on June 30, 2018.
- B. The parties agree to the following roles and responsibilities:
 - 1. District shall provide \$150,000 to SCOE by June 30, 2017, to support its students in the Thousand Strong Program (District Funds).
 - a. District is responsible for ensuring that any funds provided to SCOE for the Thousand Strong program may be properly expended for such purpose and are not otherwise obligated or restricted by the funding source. District agrees to defend and indemnify SCOE and the City against any claims or damages arising from allegation that District funds were misallocated to Thousand Strong. This provision includes any audit findings related to District's allocation of District Funds to Thousand Strong. This provision shall survive the termination of the agreement.
 - 2. SCOE shall reimburse CBOs upon completion of designated Thousand Strong benchmarks, which are established and monitored by City, in accordance with the following ratios established by the City:

- a. One District dollar for every City dollar (1:1) for high school juniors or seniors who are at least 16 years old by June 16, 2017, and attend one of the following District high schools within the City:

Foothill High School
Grant Union High School
Keema High School (Elwood J.)
Vista Nueva Career and Technical High School

- b. Three District dollars for every City dollar (3:1) for high school juniors or seniors who are at least 16 years old by June 16, 2017, and attend one of the following District high schools outside the City:

Creative Connections Arts Academy
Highlands High School
Pacific Career and Technology High School
Rio Linda High School

- c. SCOE will reimburse CBOs for serving District students who have been pre-approved by the City to participate but do not fall into one of the foregoing categories at the ratio established by the City.

3. SCOE will provide a quarterly report to District at the address provided in section F below. The report will detail the amount of District Funds expended, amount of District Funds remaining, and the amount of the City funds expended on District students. Upon District request, SCOE will report on the number of District's students completing each of the Thousand Strong benchmarks: 1) pre-employment training and placement; 2) a designated number of initial hours of employment; 3) a designated number of additional employment hours; 4) post-employment hard skills training.

4. SCOE shall retain 8.9% of District Funds to cover its indirect costs of administering the program.

5. SCOE will return any unused District Funds to the District at the end of the Term.

C. Termination of the Agreement. This MOU is contingent upon City's operation of the Thousand Strong program and may be terminated or modified immediately upon notification that City intends to reduce or eliminate funding or terminate a party's participation in Thousand Strong.

In the event of a material breach of this MOU, an aggrieved party may terminate this MOU by giving 15 days prior written notice of termination to the other party. District's termination of this MOU may result in its students being disqualified from the Thousand Strong program.

- D. Modification. This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- E. Confidentiality. Each party shall be responsible for maintaining the confidentiality of student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- F. Notice: Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to District may be given at the following address;

Twin Rivers Unified School District
3222 Winona Way
North Highlands, CA 95660
Attn: Dr. Sara Noguchi, Associate Superintendent
Email: sara.noguchi@twinriversusd.org

Any notice to SCOE shall be sent to the following address:

Matthew D. Perry
Sacramento County Office of Education
P.O. Box 269003
Sacramento, CA 95826-9003
Email: mperry@scoe.net

- G. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of

comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

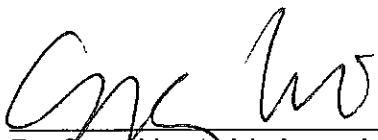
- H. Independent Agents. This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- I. Nondiscrimination. Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- J. Insurance. All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- K. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

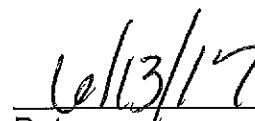
SIGNATURES

Dr. Matthew D. Perry, Assistant Superintendent
Sacramento County Office of Education

Date



Dr. Sara Noguchi, Associate Superintendent
Twin Rivers Unified School District



Date