

**MEMORANDUM OF UNDERSTANDING: COMMUNITY ENGAGEMENT**

This MOU, which may also be referred to herein as a Memorandum of Understanding (“MOU”) is entered into this 18<sup>th</sup> day of November, 2013, between Saint Mary’s College of California, a nonprofit public benefit corporation located at 1928 St. Mary’s Road, Moraga, California 94556, referred to as “COLLEGE,” and Mt. Diablo Unified School District, a non-profit organization, located at 1936 Carlotta Drive, Concord, CA 94519, referred to as “COMMUNITY-BASED ORGANIZATION”.

**I. STATEMENT OF PURPOSE**

WHEREAS, COMMUNITY-BASED ORGANIZATION operates as a California public school district; and

WHEREAS, COMMUNITY-BASED ORGANIZATION serves Pre-K – 12<sup>th</sup> grade and Adult Education; and

WHEREAS, COMMUNITY-BASED ORGANIZATION seeks to continually improve the educational opportunities available to its community through collaboration with institutions of common interest, mission, principles and values; and

WHEREAS, COLLEGE, as part of its mission as a Catholic, Lasallian and Liberal Arts institution of post-secondary education, desires to identify learning and service opportunities for its students to both satisfy their educational requirements and to serve the community in the spirit of St. John Baptist De La Salle and fulfill the mission of the COLLEGE; and

WHEREAS, the COLLEGE is an institution committed to social justice, respect for all persons, and the power of education to transform lives, its core curriculum includes a community engagement learning requirement for undergraduates as well as the provision of opportunities for course based and co-curricular community engagement; and

WHEREAS, for the COLLEGE, community engagement in this context involves engaging with the community in ways that tie meaningful learning experiences directly to course content or co-curricular programs; and

WHEREAS, through reflective activities and course assignments or co-curricular projects related to community engagement, students enhance their understanding of key concepts, sense of civic engagement, awareness of social justice, self-awareness, vocational discernment, and commitment to the community; and

WHEREAS, each party has a complementary role to play in the provision of opportunities and the enrichment of the programs of the other party and the students and communities served by those programs; and

WHEREAS, the COLLEGE and COMMUNITY-BASED ORGANIZATION agree that as a result of their common interests, related missions and similar underlying principles and values, each institution has much to offer the other institution in providing service and learning opportunities that will benefit their respective communities.

NOW THEREFORE, the parties agree to the terms of this MOU as follows.

**II. PRIORITIES**

**A. Community Engagement Activities**

Activities are anticipated to be accomplished in accordance with stated missions of both the COLLEGE and the COMMUNITY-BASED ORGANIZATION, reviewed and agreed upon by the COLLEGE and COMMUNITY-BASED ORGANIZATION prior to the start of the experience.

The COLLEGE will inform its students of the following expectations:

1. Students will need to participate in all relevant trainings by the COMMUNITY-BASED ORGANIZATION as stated in Section III-A-2, Training and Orientation of this MOU.
2. Students will need to model professional, ethical and appropriate behavior when working with clients/community, and when at a COMMUNITY-BASED ORGANIZATION site.
3. Students will need to support the COMMUNITY-BASED ORGANIZATION as part of the student's learning experience.
4. Students will need to meet the goals of the COMMUNITY-BASED ORGANIZATION (and the related course in which the student is enrolled or co-curricular program in which the student is a participant, if applicable.)
5. Students will need to fulfill the specific scope of duties, as identified and mutually agreed upon by the COLLEGE and the COMMUNITY-BASED ORGANIZATION.

**B. Safe and Productive Environment**

The COMMUNITY-BASED ORGANIZATION is committed to providing a safe and productive environment for the COLLEGE students engaging in the programs or other activities of the COMMUNITY-BASED ORGANIZATION at its site or through its community outreach.

1. The COMMUNITY-BASED ORGANIZATION will:
  - a. Give the COLLEGE student a complete tour of the site, and ensure that the COLLEGE student is aware of all safety policies and emergency procedures and is able to act responsibly in case of an emergency.
  - b. California law may require the COMMUNITY-BASED ORGANIZATION to conduct a criminal background check on the COLLEGE student. It is the COMMUNITY-BASED ORGANIZATION'S responsibility to: 1) Determine whether such background check requires fingerprinting; 2) obtain the COLLEGE student's fingerprints; 3) obtain criminal background clearance from the appropriate agency.
  - c. California law may require the COMMUNITY-BASED ORGANIZATION to require the COLLEGE student to submit results of a Tuberculosis (TB) Test. It is the COMMUNITY-BASED ORGANIZATION'S responsibility to: 1) Determine whether such TB testing is required; (2) to notify the COLLEGE in writing of this requirement in advance of the student's engagement at the worksite and; (3) obtain results directly from the COLLEGE student.
  - d. The COMMUNITY-BASED ORGANIZATION representative will notify the appropriate COLLEGE staff or faculty member in writing, within 24 hrs of any health & safety hazards and/or incidents of accident or violence that occur at the COMMUNITY-BASED ORGANIZATION worksite during the contract period.
  - e. Confirm through the COLLEGE that all students are adults. Some COLLEGE students may be minors and therefore not eligible to work with a COMMUNITY-BASED ORGANIZATION that may require adults.
  - f. Provide a descriptive statement that serves as a representative sample of the type of risk that may be encountered as a result of participation in community engagement activity with the COMMUNITY-BASED ORGANIZATION, including but not limited to: risks associated with travel to and from the site (including parking a vehicle in the area and walking from nearby public transportation), risks related to the site location (immediate and surrounding area), physical and emotional risks connected to working with the COMMUNITY-BASED ORGANIZATION'S client/guest population, physical and emotional risks connected to engaging in a specific program activity, and any other potential risks to person or property. This risk statement will be used by Saint Mary's to disclose to its students the type of risks that they might encounter when participating in activities with the COMMUNITY-BASED ORGANIZATION. A copy of this statement is attached to this MOU as "Exhibit A" and is incorporated herein by this reference.
2. COLLEGE will inform the student that the student must:
  - a. Abide by COMMUNITY-BASED ORGANIZATION rules and regulations while on site and while working with COMMUNITY-BASED ORGANIZATION clients and staff and that the student's actions with clients must be safe, positive, productive and ethical.

**III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE COMMUNITY-BASED ORGANIZATION**

**A. COMMUNITY-BASED ORGANIZATION**

1. **Site Supervision** - The COMMUNITY-BASED ORGANIZATION will provide a supervisor to be responsible for the safety and supervision of the student while on site. The Supervisor will meet with the student as needed to facilitate the learning experience and professional development for the student, to provide support and to review progress on assignments and activities. All COMMUNITY-BASED ORGANIZATION program staff will support the student as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the student in the absence of primary supervision. The COMMUNITY-BASED ORGANIZATION will ensure that its personnel, in particular any providing supervision to COLLEGE students, have successfully undergone background checks and are otherwise known to COMMUNITY-BASED ORGANIZATION to have an unblemished record of employment before assigning such employee to work with and/or supervise the COLLEGE student.
  - a. The COMMUNITY-BASED ORGANIZATION supervisor will communicate at least twice per academic term with the COLLEGE staff or faculty member who has assigned or monitors the community-based learning experience.
  - b. The COMMUNITY-BASED ORGANIZATION and/or his or her designee shall meet with the appropriate COLLEGE program coordinator or faculty member in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. **Training and Orientation** – The COMMUNITY-BASED ORGANIZATION supervisor will provide specific training needed by the student prior to his/her working with clients or providing service.
3. **Work Space** – The student will have an appropriate space at the COMMUNITY-BASED ORGANIZATION site in which to conduct his/her assigned work. COMMUNITY-BASED ORGANIZATION will provide access and training for any and all equipment necessary for student to fulfill his/her service role.

**B. COLLEGE**

1. The COLLEGE will assign or recommend the COMMUNITY-BASED ORGANIZATION to the student through the COLLEGE departments, centers, institutes and other COLLEGE-sponsored programs.
2. **Orientation and Reflection** – When the student will engage in community-based learning at the COMMUNITY-BASED ORGANIZATION as part of a course or co-curricular program, staff of the appropriate COLLEGE academic department, institute or program and/or faculty will provide orientation for student regarding responsibilities in Section II and will provide opportunities for student to reflect upon his/her experience engaging with the COMMUNITY-BASED ORGANIZATION.
3. **Supervision and Accountability** - The appropriate COLLEGE staff and/or faculty will work closely with the student and COMMUNITY-BASED ORGANIZATION to meet the expectations and priorities of the COMMUNITY-BASED ORGANIZATION.

**IV. LENGTH OF AGREEMENT TERM**

- A. Initial Term** – COLLEGE and COMMUNITY-BASED ORGANIZATION have reached this initial MOU for a 2-year period beginning with the date of execution of this MOU by the COLLEGE.
1. This MOU shall become effective upon execution and may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of the intention to terminate.
  2. Either Party may immediately terminate this Agreement upon material breach of Agreement by other party.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this MOU. This document reflects my understanding of the relationship.

## GENERAL PROVISIONS

### Indemnification

The COMMUNITY-BASED ORGANIZATION shall be responsible for damages caused by the negligence of its directors, agents, employees and duly authorized volunteers occurring in the performance of this MOU. Saint Mary's COLLEGE of California shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this MOU. It is the intention of the COMMUNITY-BASED ORGANIZATION and Saint Mary's COLLEGE of California that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

### Insurance

The COMMUNITY-BASED ORGANIZATION and COLLEGE shall procure and maintain General Liability insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate. COMMUNITY-BASED ORGANIZATION and COLLEGE shall furnish to each other original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Parties within thirty (30) days from commencement of this Agreement. However, failure to do so shall not operate as a waiver of these insurance requirements. Each Party reserves the right to require, upon written request, complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this section at any time.

### Status of Student

Students shall at no time throughout this MOU be considered officers, employees, volunteers or agents of the COLLEGE. Students when engaged in activities of the COMMUNITY-BASED ORGANIZATION, shall be considered volunteers of the COMMUNITY-BASED ORGANIZATION. Notwithstanding the foregoing statement, the relationship of any COLLEGE student engaged in activities with COMMUNITY-BASED ORGANIZATION through a federal work study program, shall be governed by the terms of the work study program as described in the applicable work study agreement between the COMMUNITY-BASED ORGANIZATION and the COLLEGE related to student and shall not be governed by the terms of this MOU.

### Non-Exclusivity

The parties understand and agree that this Agreement in no way restricts either party from entering in to similar agreements with other public or private agencies, groups, individuals or organizations.

### No Third Party Contract Beneficiaries

This MOU is not intended to give rise to any right of any third party, including but not limited to students, clients or members of the community that may be the recipients of the charitable services provided by the parties. As such, no third party may exert any right or benefit arising from or related to this MOU, and only the COLLEGE and the COMMUNITY-BASED ORGANIZATION may claim a right arising out of this MOU.

### Governing Law

This MOU shall be governed by the laws of the State of California, with venue to be had in either the Superior Courts of Contra Costa or, if COMMUNITY-BASED ORGANIZATION is also located in California, in either the Superior Courts of Contra Costa County or the Superior Courts of the California county in which COMMUNITY-BASED ORGANIZATION is located. Any claims made in Federal Court shall be made in the United States District Court, Northern District of California.

### Assignments

Without written consent of the COLLEGE, this MOU is not assignable by the COMMUNITY-BASED ORGANIZATION either in whole or in part.

### Agreement Alternations and Integration

No alteration or variation of the terms of the MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

### Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service

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by the COLLEGE, its officers or employees. On a case by case basis, use of either party's name may be approved if such approval is provided in writing prior to use.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this MOU shall survive expiration or earlier termination of this MOU.

Severability

If any provision of this MOU is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This MOU constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representative, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein. The parties agree that this MOU contemplates the further agreement by the parties as may be reflected in a co-curricular partnership plan or, in the case of a course based partnership, a "Course Agreement for Faculty and Community Partner" form, which may be used to describe more particularly the specific components of a particular course experience. In such cases where the form is used, the form shall become a part of this MOU as it relates to the particular course experience and its terms shall be incorporated herein by this reference.

COMMUNITY-BASED ORGANIZATION

SAINT MARY'S COLLEGE OF CALIFORNIA

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Travel would be either by car or public transportation as determined by the student. Any risks associated with this travel would be as with any transportation risk. Students should use their best judgment, be aware of their surroundings and belongings while walking to and from their cars and/or using any public transportation methods. Do not leave valuables in the car in order to avoid crimes of opportunity.

