

## **MEMORANDUM OF UNDERSTANDING**

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Davis Joint Unified School District (DJUSD) and Empower Yolo.

**PURPOSE:** The purpose of this M.O.U. is to enable the DJUSD and Empower Yolo to provide Sexual Assault, Domestic Violence, and Child Abuse services.

**AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth by information outlined in this document.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of July 1, 2020 through September 1, 2023.

### **SCOPE OF SERVICES:**

#### **Empower Yolo shall:**

1. Empower Yolo will provide training to Davis Joint Unified School District staff, students, and parents around provision of services to domestic violence, sexual assault, human trafficking, and child abuse victims on an as needed basis.
2. Empower Yolo will work collaboratively with Davis Joint Unified School District in terms of victim advocacy and supportive services.
3. Empower Yolo staff will be readily available to Davis Joint Unified School District to respond on-site to assist children and parents during any and all child sexual abuse and human trafficking investigations.
4. Meet district requirements for all staff members including Dept of Justice clearance, Criminal records review, Live Scan and Tuberculosis testing. DJUSD shall bear no cost for Livescan and TB testing of Empower Yolo employees.

#### **DJUSD shall:**

1. Davis Joint Unified School District will make available Empower Yolo brochures and crisis line phone number, (530) 662-1133, to staff, students and parents.
2. Davis Joint Unified School District will coordinate with the Empower Yolo in referring appropriate cases involving domestic violence, sexual abuse, human trafficking and child abuse for assistance in shelter, crisis intervention and counseling or other related services.

### **INSURANCE:**

During the term of this M.O.U., Empower Yolo shall provide to DJUSD, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. DJUSD shall also provide Empower Yolo and Empower Yolo shall also provide DJUSD, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and

any insurance carried by DJUSD OR Empower Yolo shall be excess and noncontributory.” Any and all insurance coverage may be provided by a joint powers or other Self- Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

**INDEMNIFICATION:**

A. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless Empower Yolo and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys’ fees, which may arise by reason of the sole fault or negligence of DJUSD, its officers, agents or employees.

B. Insofar as permitted by law, Empower Yolo shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys’ fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of Empower Yolo, its officers, agents or employees.

C. It is the intent of the DJUSD and Empower Yolo that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.

D. DJUSD and Empower Yolo agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. DJUSD and Empower Yolo further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

**TERMINATION/SUSPENSION:**

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

**NOTICES:**

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To DJUSD:                      Assistant Superintendent, Business Service  
Davis Joint Unified School District  
526 B Street  
Davis, CA 95616

To Empower Yolo              Lynnette Irlmeier, Executive Director  
Empower Yolo  
175 Walnut Street  
Woodland, CA 95695

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between DJUSD and Empower Yolo and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of DJUSD and Empower Yolo.

**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, DJUSD and Empower Yolo have executed this M.O.U. as of the date first above written.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

EMPOWER YOLO

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
(Signature of Representative)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Lynnette Irlmeier, Executive Director

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

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

\_\_\_\_\_  
Signature