
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the **Sacramento County Office of Education (SCOPE)**, and Birch Lane Elementary, regarding distance learning opportunities provided by SCOPE's Sly Park Environmental Education Center (Sly Park) for School/District students.

A. Term and Termination

Once signed by both parties, this MOU is in effect from January through June 2021.

This agreement may be terminated by either party by giving 30-days written notice.

B. SCOPE/Sly Park agrees to:

1. Develop and provide a week-long virtual camp related to science and environmental education. The camp will occur 1.5-2.0 hours per day via Zoom for five days.
2. Assign students, as appropriate, a home investigation task that will accompany camp activities.
3. There will be self-guided nightly activities that will complement the lesson provided that day.
4. Provide all camp learning materials digitally to the classroom teacher as a resource.
5. Provide all camp Sly Park Science kit materials to the school one week prior to the beginning of the lesson.
6. Provide a link to Zoom one week prior to the start of the first camp session.

C. School/District agrees to:

1. Commit to a scheduled time each week. If a time change is needed, the School/District will contact the Director of Sly Park directly.
2. The classroom teacher will act as a Zoom co-host and assist in the admission of students into the meeting.
3. Identify student participants and communicate attendance, confidentiality, and behavior expectations to the students.
4. The Sly Park teacher will redirect off-task behaviors. However, the teacher of record will address any behavior issues that may occur.

D. Payment

1. Pricing for the virtual camp will be \$1200 per class.
2. The price listed above is per class attending the virtual camp. The School/District will be invoiced the full amount for the virtual camp two weeks prior to the camp beginning. Payment will be due upon receipt of the invoice and must be received within 30 days.

E. General Terms

1. Indemnity. Each party agrees to defend, indemnify, and hold harmless the other party (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged act or omission 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.

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It is the intention of the parties that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective elected and appointed officials, employees, representatives, agents, and subcontractors. It is also the intention of the parties that where comparative fault is determined to have been contributory, principles of comparative fault will be followed. This provision will survive the termination of the MOU.

- 2. Independent Agents. This MOU is by and between independent agents and does not create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- 3. 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, immigration status, 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.
- 4. Insurance. All parties shall maintain in full force Commercial General 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.
- 5. Force Majeure. No party shall be liable to the other for delays or failures in performance under this MOU for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreak, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under this MOU, in whole or in part.
- 6. Entire Agreement. 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.
- 7. Execution. The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

Sacramento County Office of Education
Brent Malicote
Assistant Superintendent, Education Services

Birch Lane Elementary
Jim Knight Amari Watkins
Principal Associate Superintendent
 of Business Services

Signature

Date



Signature

1/14/2021

Date