

## MEMORANDUM OF UNDERSTANDING

### Ventura County Community College District Moorpark College Site Partner Organization Agreement

This agreement, effective January 4, 2021, is entered into between the Ventura County Community College District – Moorpark College, hereinafter known as the “VCCCD” and Simi Valley Unified School District, hereinafter known as the “SVUSD”, for the purpose of providing tutoring to defined elementary and middle school SVUSD students. By entering into this agreement, the SVUSD will receive the benefit of the services of student tutors assigned to the SVUSD and the VCCCD will benefit by expanding its ability to aid the student tutors as a result of the compensation, training, and experience which such student tutors will receive through the Program. This agreement shall terminate on June 18, 2021, unless terminated sooner, and shall be subject to extension by mutual agreement of the parties hereto, in writing.

#### **Program Overview**

The SVUSD Tutoring Program is designed to provide tutoring support to elementary and middle school student whose education has been impacted by Covid 19. The Moorpark college students will receive training and compensation for providing online tutoring.

#### **Program Objectives**

Through the SVUSD Tutoring Program, students will:

- *Develop awareness and understanding of diverse human and community needs*
- *Engage in service learning activities that enhance educational outcomes in diverse communities*
- *Gain awareness of themselves, their privilege, and the world around them through service*
- *Be a positive and contributing member of the Moorpark College and Ventura County community*
- *Assume a sense of civic responsibility and a commitment to civic life*
- *Develop sensitivity to and appreciation for human difference and social inequity*
- *Demonstrate a commitment to social justice*
- *Develop skills in elementary and middle school pedagogy and tutoring best practice*
- *Gain real world experience in education and tutoring*

## Academic Requirements

Tutors will complete the following courses in order to complete the full program:

- Fall Semester or Spring Tutor training course  
Weekly training on Grade level tutor preparation  
provided by Moorpark College

Now, therefore, the parties agree to the following:

### I. Services

The SVUSD shall utilize the services of tutors furnished by the VCCCD—who are eligible to participate in the SVUSD Tutor Program and who are qualified and acceptable to the SVUSD. The VCCCD shall make applicants available to the SVUSD for interviews at the SVUSD's request.

### II. Program Responsibilities of the VCCCD

- A. Recruit and prepare qualified SVUSD Tutors.
- B. Determine the relevance of the Tutors' academic and/or vocational objectives to the service to be provided.
- C. Determine the Tutors' academic and other eligibility.
- D. Assign between 5-15 Tutors to the SVUSD during the spring 2021 semester.
- E. Maintain records, and preparation and distribution of payments for all services performed for the VCCCD and SVUSD.
- F. Provide training for the Tutors during the Fall 2020 semester and Spring 2021, and pay such Tutors approximately \$1,500 each for their completion of the program, which will comprise approximately 17 hours of training and 30 hours of tutoring over the 17 week program.
- G. Provide compensation for Tutor Supervisor for training.
- H. Hold Tutors accountable for the desired service results and will work with them on their professional development and behavior.
- I. Ensure Tutors sign proper legal documents waiving the SVUSD and VCCCD, of any liability.
- J. Invoice SVUSD for services satisfactorily rendered before the close of the 2020-21 fiscal year not to exceed \$15,000.
- K. The VCCCD may submit its invoice electronically to the appropriate email address listed below

Simi Valley Unified School District (Attn: Accounts Payable)

*Physical address here*

**For electronic submission, send invoices to:** \_\_\_\_\_

### III. Program Responsibilities of the SVUSD

- A. Deploy Tutors to support the programs:
- B. Reimburse VCCCD for the money paid to the Tutors and Tutoring Supervisor not to exceed a total of \$15,000.
  1. Provide compensation for Tutor Supervisor for training, supervision, and evaluation of tutors. VCCCD will request payment by invoice upon completion of the tutoring services.
  2. Workshop development and execution
  3. Group and individual mentoring sessions
  4. Planning and implementation



- C. Mentor the service of all Tutors assigned to the SVUSD by the District, and shall schedule elementary (grades 4-6) and middle school (Grades 6-8) student to the appropriate session for each Tutor. The program will begin with middle school grades 6-8 and expand to elementary grades 4-6.
- D. Provide an individual on staff or associated with the SVUSD who will mentor the Tutors.
- E. Provide Tutors with suitable support needed for the performance of their assigned duties during the term of their assignment to the SVUSD.
- F. Provide Tutors with an orientation and any agency-specific training needed to carry out assigned tasks.

#### IV. Communication Structure

- A. The SVUSD will participate in consistent and reliable communication via phone, email, virtual platforms, and face-to-face with the Tutors and the VCCCD.
- B. The VCCCD and the SVUSD will designate personnel from each of their institutions who will supervise the service of the Tutors and consult with each other regularly, to assure that the purposes of this MOU are being met.
- C. The SVUSD will notify the VCCCD in a timely manner of any problems with the Tutors' performance, including failure to report to the online site, unprofessional behavior, etc.
- D. At the conclusion of the Tutor period, the VCCCD and the SVUSD personnel shall meet and assess the success of this collaboration, and whether there are any further actions to take in furtherance of the goals of this MOU.
- E. The VCCCD and the SVUSD will work together for any press releases or marketing which the parties deem desirable.

#### V. Evaluation and Reporting Requirements

- A. Mid-term and final performance evaluation documents will be completed by VCCCD and SVUSD provided to the VCCCD and should be completed by the following dates: March 26, 2021 and June 12, 2021.
- B. The SVUSD will report to the VCCCD the time scheduled by student(s) participating in the program by the end of each scheduled two-week period.
- C. Moorpark Supervisor will complete all required performance measurements for the VCCCD. This includes, collecting and sharing data on Tutors' activities, accomplishments, and number of hours served.

#### VI. Program Commitments

- A. Tutors will dedicate 17 weeks to complete the full program, with 2 hours per week online with their assigned grade and students starting in the spring semester. Tutors are required to engage in service work (i.e. tutoring, program development, etc.). On-site duties may include, and are limited to:
  - 1. Tutoring
  - 2. Recruitment of participants in a targeted population to enroll in programming
  - 3. Participate in training and planning session for the online tutoring sessions

## VII. Prohibited Activities and Restrictions

- A. The service performed by the Tutors shall be in the public interest and shall not engage in the following activities:
1. *Attempting to influence legislation;*
  2. *Organizing or engaging in protests, petitions, boycotts, or strikes;*
  3. *Assisting, promoting, or deterring union organizing;*
  4. *Impairing existing contracts for services or collective bargaining agreements;*
  5. *Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;*
  6. *Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;*
  7. *Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;*
  8. *Providing a direct benefit to— a. a business organized for profit; b. a labor union; c. a partisan political organization; d. a nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. an organization engaged in the religious activities described in paragraph C. 7. above,;*
  9. *Conducting a voter registration drive or using funds to conduct a voter registration drive;*
  10. *Providing abortion services or referrals for receipt of such services; and*
  11. *Such other activities as District may prohibit.*

## VIII. Termination Or Amendments

- A. This MOU may be terminated or amended in writing at any time by mutual written consent of all of the Parties to this MOU and may be terminated by either Party for any reason by giving the other Party 30 days advance written notice.

The Parties to this MOU shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other Party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

- B. Non-Exclusivity

During the term of this MOU, VCCCD may, independent of VCCCD's relationship with the SVUSD, without breaching this MOU or any duty owed to the SVUSD, act in any capacity, and may render services for any other entity.

During the term of this MOU the SVUSD may, independent of its relationship with VCCCD without breaching this MOU or any duty owed to VCCCD contract with other individuals and entities to render the same or similar services to the SVUSD.



## X. Policy of Non-Discrimination

The SVUSD agrees that no Tutor shall be denied work, or be subjected to different treatment, under this agreement on the grounds of race, color or national origin; and it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L.88-352;78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts.

VCCCD represents and agrees that it does not and shall not discriminate against any employee or student, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

## XI. Notice

Notices under this MOU will be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows. For the purposes herein, notices shall be sent to the SVUSD and VCCCD as follows:

Ventura County Community College District:

Terry Cobos  
761 E. Daily Dr.  
Camarillo, Ca 93010

Simi Valley Unified School District:

Dr. Hani Youssef  
Assistance Superintendent, Educational Services  
101 West Cochran Street  
Simi Valley, CA 93065

## XII. Application of SVUSD Rules

The VCCCD student tutors and professional staff will be under the jurisdiction of the SVUSD for training purposes and will follow SVUSD rules to the extent that such rules directly relate to VCCCD. VCCCD student tutors and professional staff will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standard of the SVUSD.

## XIII. Laws, Rules, and Regulations

Both Parties agree to obey all local, state, and federal laws and regulations in the performance of this MOU, including, but not limited to minimum wages laws and/or prohibitions against discrimination, and with the Americans with Disabilities Act (ADA).

VCCCD student tutors and professional staff shall secure and maintain in force for the full term of this MOU, at VCCCD student tutors and professional staff sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

#### XIV. Nature of MOU

This MOU constitutes a binding expression of the understanding of the Parties with respect to the services to be provided hereunder and is the sole contract between the Parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This MOU represents the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the Parties hereto with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by authorized representatives of each of the Parties hereto.

#### XV. Severability

It is intended that each paragraph of this MOU shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this MOU is unaffected.

#### XVI. Authority

VCCCD represents and warrants that VCCCD has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective Party.

#### XVII. Waiver

No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.

#### XVIII. INDEMNIFICATION.

To the fullest extent permitted by law, VCCCD agrees to defend, indemnify, and hold harmless SVUSD, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the VCCCD or those of any of its officers, agents, employees, students, participants, vendors, customers or subcontractors of VCCCD, whether such act or omission is authorized by this Agreement or not. VCCCD further hereby waives any and all rights of subrogation that it may have against the SVUSD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the SVUSD or any of its governing board, officers, agents, employees and/or volunteers.

To the fullest extent permitted by law, SVUSD agrees to defend, indemnify, and hold harmless VCCCD, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the SVUSD or those of any of its officers, agents, employees, students, participants, vendors, customers or subcontractors of SVUSD, whether such act or omission is authorized by this Agreement or not. SVUSD further hereby waives any and all rights of subrogation that it may have against the VCCCD. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the VCCCD or any of its governing board,



officers, agents, employees and/or volunteers.

## XIX. Insurance

A. SVUSD shall procure and maintain, during the term of this MOU, Workers' Compensation self-insurance and/or insurance, as required by California Law on all of its employees. In addition, the SVUSD shall provide and maintain a program of self-insurance and/or insurance covering its activities and operations. SVUSD shall provide certificates of insurance to VCCCD as evidence of the insurance coverage required herein, and list VCCCD as additional insured.

B. VCCCD, at its own cost and expense, shall procure and maintain during the term of this MOU, policies of insurance for the following types of coverage:

1) Workers' Compensation Insurance. VCCCD shall procure and maintain, during the term of this MOU, Workers' Compensation Insurance, as required by California law, on all of its employees and engaged in work related to the performance of this MOU. VCCCD will procure and maintain employers' liability insurance of \$1,000,000.

2) Commercial General Liability Insurance. VCCCD shall procure and maintain, during the term of this MOU, not less than the following General Liability Insurance coverage: \$1,000,000 each occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include broad form property damage, and personal and advertising injury coverage.

3) Errors and Omissions Insurance. VCCCD shall procure and maintain, during the term of this MOU, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following: \$1,000,000

4) Other Coverage as dictated by the SVUSD. VCCCD shall procure and maintain, during the term of this MOU, the following other Insurance coverage:

Abuse and Molestation: \$2,000,000 each occurrence and \$4,000,000 Aggregate.

C. Certificates of Insurance.

VCCCD shall provide certificates of insurance to the SVUSD as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the SVUSD, and at any other time upon the request of the SVUSD. Certificates of such insurance shall be filed with the SVUSD on or before commencement of the services under this MOU.

VCCCD and any and all of VCCCD Commercial General Liability insurance and Abuse and Molestation coverage shall name the SVUSD, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers as additional insureds.

Insurance written on a "claims made" basis is to be renewed by VCCCD for a period of three (3) years following termination of this MOU. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this MOU and will cover the Program for all claims made.

D. Failure to Procure Insurance.

Failure on the part of VCCCD to procure or maintain required insurance shall constitute a material breach of contract under which the SVUSD may immediately terminate this MOU.

## XX. Student Privacy

Personally, identifiable student/pupil information is confidential and protected by the California Education Code and Family Educational Rights and Privacy Act ("FERPA"). If a security breach of information is experienced, VCCCD Supervisors and/or student Tutors shall immediately notify the SVUSD, in writing, to provide prompt assistance as reasonably requested by the SVUSD with respect to fulfilling any data security breach obligations required of the SVUSD and set forth in applicable law. VCCCD agrees that any breach of the confidentiality information may, at the SVUSD's discretion, result in the cancellation of this MOU.

## XXI. Governing Laws and Venues

VCCCD hereby acknowledges and agrees that SVUSD is a public entity, which is subject to certain requirements and limitations. This MOU and the obligations of SVUSD hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. VCCCD further agrees to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

## VVII. Attorney Fees

In the event of any action or proceeding to interpret or enforce the terms of this MOU, the prevailing Party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such actions or proceeding



IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day indicated below.

**Moorpark College**

**Simi Valley Unified School District**

\_\_\_\_\_  
District

\_\_\_\_\_  
SVUSD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ASSOC. SVPT. BUS & FACILITIES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2/01/2021