

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COMPUTERS FOR CLASSROOMS
AND
ROSEVILLE CITY SCHOOL DISTRICT**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between COMPUTERS FOR CLASSROOMS AND ROSEVILLE CITY SCHOOL DISTRICT, hereinafter referred to as the District and CFC. The express purpose of this Memorandum is to provide and support a program whereby CFC will surplus existing District computer equipment and provide refurbished computers to District families at low costs. District and CFC are referred to jointly as “the Parties” or singly as “a Party.”

District and CFC will work cooperatively to ensure delivery of a high quality product.

I. CFC AGREES TO PROVIDE THE FOLLOWING:

1. Surplus existing District computers
2. Provide District with certification, wipe of all hard drives, asset tracking, and audit trail for wipe and/or destruction of hard drives.
3. Refurbish surplus computers to provide District families the opportunity to purchase low cost personal computers
4. Maintain confidentiality of all student, parent and guardian data
5. Clear communication with District on the project

II. DISTRICT AGREES TO PROVIDE THE FOLLOWING:

1. Provide CFC with access to obtain and surplus existing District computers
2. Provide CFC with access to students and families that wish to sign up to obtain the refurbished computers
3. Clear communication with CFC on the project

III. TERMINATION

This MOU shall commence upon signature of assigned representatives of all parties. Either party may terminate this MOU upon thirty (30) days advance written notice. Either party may also terminate this MOU upon ten (10) days written notice for any material breach of this agreement, which is not cured within the ten-day notice period.

IV. HOLD HARMLESS INDEMNIFICATION

District agrees to indemnify, defend and hold harmless CFC, their Board of Directors, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorneys' fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, related to the District.

CFC agrees to indemnify, defend and hold harmless the District, their Board of Directors/Trustees, officers, agents and employees from and against any and all claims, costs, demands, expenses (including attorneys' fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, related to CFC.

V. CONFIDENTIAL RECORDS AND DATA

Each Party shall not disclose records received from the other Party, including personnel records and student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* Each party shall maintain the confidentiality of said confidential records. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

Specifically, CFC may obtain and surplus District computers that may contain confidential student records and related family information. CFC agrees to maintain the confidentiality of such confidential information and shall not disclose same to any 3rd parties without the express written consent of District. CFC must dispose of and destroy all of said confidential information in a manner that is to the satisfaction of District.

CFC may also obtain confidential contact information of students' parents who sign up to receive the low cost recycled computers. CFC agrees to maintain the confidentiality of such contact information and to not provide same to 3rd parties without first obtaining the express written consent of said parent.

VI. INDEPENDENT CONTRACTORS STATUS

The parties hereto agree that the relationship created by this MOU is that of independent contractors. Each party will be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees. The failure of parties to meet any of its obligations, including but not limited to, obtaining satisfactory liability insurance, shall be deemed a material breach of this MOU.

Each party is responsible to insure that any of its employees and volunteers who conduct work within District schools are successfully screened for tuberculosis and fingerprinted and free of any convictions for violence, sex, or drug offenses prior to working in the program, failure of any of said screening shall be deemed a material breach of this MOU.

VII. NON-DISCRIMINATION

It is the policy of DISTRICT that in connection with all educational services and programs, there will be no discrimination against any pupil, employee, or contractor because of race, color, ancestry, national origin, handicap, religious creed, sex, sexual orientation, age, or marital status. CFC agrees to comply with all applicable state and federal laws in this regard.

VIII. SUCCESSORS AND ASSIGNS

All provisions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, if any, successors, and assigns. CFC shall not assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder, without prior written consent of the DISTRICT.

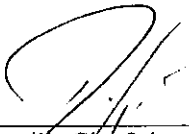
IX. GOVERNING LAW AND VENUE

The interpretation and enforcement of this MOU shall be governed by the laws of the State of California, the state in which this MOU was signed by the DISTRICT and the services are to be provided. Venue of any litigation arising out of or connected with this MOU shall lie exclusively in the state trial court or Federal District Court located in Placer County in the State of California.

X. ENTIRE AGREEMENT / MODIFICATIONS

This MOU contains the entire agreement between the parties and supersedes all prior understandings between them. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this MOU except as stated herein. This MOU may not be modified, changed, supplemented or terminated, nor may any obligations under this MOU be waived, except by written instrument signed by the party to be otherwise expressly permitted in this MOU.

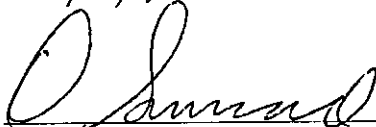
IN WITNESS WHEREOF the undersigned have executed this Agreement as of this MOU as of the day and year first written above. The Parties hereto agree that facsimile signature shall be as effective as if originals.



Roseville City School District

9/10/15

Date



Computers for Classrooms

Date 9/11/15