



CITY SCHOOL DISTRICT

**MEMORANDUM OF UNDERSTANDING BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT
AND
DAVIS DEMOGRAPHICS & PLANNING, INC.**

The Roseville City School District, hereinafter referred to as "DISTRICT" and DAVIS DEMOGRAPHICS & PLANNING, INC., hereinafter referred to as "DDP", enter into this Memorandum of Understanding ("MOU") for the express purpose of obtaining services for annual enrollment projections for the Roseville Joint Union High School District, hereinafter referred to as "RJUHSD". DISTRICT and DDP are referred to jointly as "the School Officials" or singly as a "school official."

RECITALS

- A. The District is a public school district in Roseville California, and has its administrative offices located at 1050 Main Street, Roseville, CA 95678.
- B. DDP provides demographic planning services exclusively to public K-12 school districts.

NOW, THEREFORE, in consideration of the mutual promises contained in this MOU, the School Officials agree as follows:

AGREEMENT

1. DDP SERVICES

DDP agrees to utilize the student demographic data provided from the DISTRICT for the sole purpose of providing seven-year annual enrollment projections to RJUHSD.

2. TERM OF MOU

This MOU shall commence on November 12, 2015 and continue through June 30, 2016, unless sooner terminated as provided in Section 3 below.

3. TERMINATION / NOTICES

Either School Official may terminate this MOU for any reason by providing 30 days advance written notice to the other School Official. Upon such termination without cause, DDP shall be entitled to payment for services rendered as of the date of termination, as set forth in the Compensation Section 7 below.

Either School Official may also terminate this MOU for cause by providing written notice to the other School Official for any material breach of this MOU. The breaching School Official shall have ten days to cure the material breach of the MOU; if the material breach is not cured within the ten-day notice period, the non-breaching School Official shall provide written notice of termination and the MOU shall immediately terminate. If the DISTRICT terminates the MOU for cause, DDP shall not be entitled to any further payment under the MOU.



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4. HOLD HARMLESS / INDEMNIFICATION

Each School Official shall defend, indemnify and hold harmless the other School Official, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this MOU, caused in whole or in part by the negligent or intentional acts or omissions of the indemnifying School Official or its agents, employees or subcontractors.

It is the intention of the School Officials, where fault is determined to have been contributory, principles of comparative fault will be followed and each School Official shall bear the proportionate cost of any damage attributable to fault of that School Official. It is further understood and agreed that such indemnification will survive the termination of this MOU.

5. INDEPENDENT CONTRACTOR STATUS

The School Officials agree that the relationship created by this MOU is of independent contractor. Each School Official will be responsible for providing its own payroll taxes, withholding, insurance, workers' compensation coverage, and other benefits of any kind, as required by law, for its own employees.

6. INSURANCE

Throughout the term of this MOU, DDP shall maintain sufficient insurance. DDP shall provide DISTRICT with a copy of its policy evidencing its comprehensive general liability insurance coverage. Failure to provide insurance by DDP shall be deemed a material breach of this MOU.

7. 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. DDP agrees to comply with all applicable state and federal laws in this regard.

8. SUCCESSORS AND ASSIGNS

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

9. 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

10. CONFIDENTIAL AND DIRECTORY INFORMATION

The District will release directory information consistent with state and federal law and District Policies and Regulations, to DDP for the sole purposes of providing annual enrollment projections to RJUHSD. Only Student ID, residential address, grade level and school of attendance will be provided. DDP and its representatives understand that this information is protected by state and federal laws and agree to maintain and protect the confidentiality of the information from any person or company and will not use this information for any other purpose other than that for which it was originally requested.

Each School Official shall not disclose the confidential records received from the other School Official, including personnel records or student records pursuant to FERPA and California Education Code Section 49073 *et seq.* In the event a School Official receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said School Official shall tender the request to the other School Official who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The school official asserting its claim of confidentiality shall hold harmless and defend the school official 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.

11. ENTIRE AGREEMENT / MODIFICATIONS

This MOU contains the entire agreement between the School Officials and supersedes all prior understandings between them. There are no promises, terms, conditions or obligations, oral or written, between or among the School Officials 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 school official 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 School Officials hereto agree that facsimile signature shall be as effective as if originals.

DISTRICT:

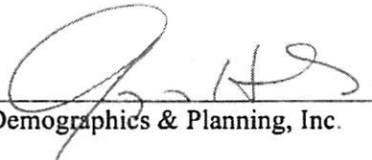


Roseville City School District

11/12/15

Date

DDP:



Davis Demographics & Planning, Inc.

11/12/15

Date