



**MEMORANDUM OF UNDERSTANDING BETWEEN
ROSEVILLE CITY SCHOOL DISTRICT
AND
EXCEL PHOTOGRAPHERS**

The **Roseville City School District**, hereinafter referred to as "DISTRICT" and EXCEL PHOTOGRAPHERS, hereinafter referred to as "EXCEL", enter into this Memorandum of Understanding ("MOU") for the express purpose of obtaining services for student and staff photographs. DISTRICT and EXCEL 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. EXCEL is a photography company.
- C. The District desires to engage the services of EXCEL for the purpose of taking photographs of students and staff.

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

AGREEMENT

1. EXCEL SERVICES

EXCEL agrees to provide photography services to the DISTRICT for the purposes of taking the photographs of students in grades TK-8 at various designated DISTRICT school sites. EXCEL will provide documentation that all individuals working on campus have appropriate background checks and are appropriate to work with children.

2. TERM OF MOU

This MOU shall commence on August 06, 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, EXCEL 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, EXCEL 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, EXCEL shall maintain sufficient insurance. EXCEL shall provide DISTRICT with a copy of its policy evidencing its comprehensive general liability insurance coverage. Failure to provide insurance by EXCEL 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. EXCEL 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. EXCEL 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



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10. CONFIDENTIAL AND DIRECTORY INFORMATION

The District will release directory information consistent with state and federal law and District Policies and Regulations, to EXCEL for the purposes of creating the student database for picture day and providing to DISTRICT with cumulative file, and to create said photographs and provide administration with a CD of photographs for use in DISTRICT'S Student Information System. Unless otherwise requested, only student name, address, and grade level will be provided. EXCEL 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 / MODIFICATION

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

8/6/15

Date

EXCEL:

Excel Photographers

08/6/15

Date