

**MEMORANDUM OF UNDERSTANDING
BETWEEN
POINT ARENA SCHOOLS DISTRICT
AND
MENDOCINO UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Point Arena Schools District (“PASD”) and Mendocino Unified School District (“MUSD”). PASD and MUSD hereinafter may be referred to collectively as the “Parties” or in the singular as “Party,” as the context requires.

RECITALS

WHEREAS, MUSD, through the Mendocino Community Network (“MCN”), provides PASD with its email system, which used by all PASD employees, students, and authorized third parties (“Users”), through its email access for employees with MCN;

WHEREAS, PASD has requested access to its Users’ emails when it deems necessary and when permitted by law;

WHEREAS, PASD acknowledges that on an annual basis it has informed its Users that they have no expectation of privacy in their use of PASD’s email system; and

WHEREAS, to the extent permitted by law, MUSD wishes to provide PASD with access to its Users’ emails.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

GENERAL PROVISIONS

1. Term

The effective date of this MOU is June 30, 2017 through June 30, 2018. This MOU may be renewed for an additional term upon written agreement by all parties.

2. Termination

This MOU shall immediately terminate upon expiration or termination of the MCN Contract.

3. Email Access

MUSD grants the PASD Governing Board or the Superintendent or his/her designee access to User emails maintained by MUSD through MCN. PASD shall request access to User emails in writing to MUSD and MUSD shall provide PASD with such access within a reasonable amount of time.

4. Indemnity

To the fullest extent permitted by law, PASD shall defend, indemnify, and hold MUSD, MCN, its Governing Board, officers, agents, volunteers and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of PASD, its officers, employees, volunteers, or agents.

5. Assignment

The obligations of both parties pursuant to this MOU shall not be assigned or transferred without the written consent of the other.

6. Compliance with Applicable Laws

Both parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to either party or their business, equipment, and personnel engaged in operations covered by this MOU or accruing out of the performance of such operations.

7. Entire Agreement/Amendment

This MOU and any attachments constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties.

8. Severability

If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

9. Governing Law

The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Mendocino County, California and no other county.

10. Authority

Each individual executing this MOU, or its counterpart, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

11. Representation by Counsel

Each Party understands and is aware that School and College Legal Services of California provides legal advice and services to both parties on this and other matters. Each Party has no objection to the representation of the other parties in the formation and implementation of this MOU by the same legal counsel.

In witness whereof, the Parties have executed this MOU on the day and year first written above.

Brent Cushenbery, Superintendent
Point Arena Schools District

Jason Morse, Superintendent
Mendocino Unified School District