

MEMORANDUM OF UNDERSTANDING
BETWEEN CARLSBAD UNIFIED SCHOOL DISTRICT AND
MIRACOSTA COMMUNITY COLLEGE DISTRICT
FOR TRANSPORT OF CUSD STUDENTS

THIS AGREEMENT is made this 24 th day of February 2022, between the CARLSBAD UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA, hereinafter referred to as the District, and MIRACOSTA COMMUNITY COLLEGE DISTRICT, hereinafter referred to as MCCD.

RECITALS

WHEREAS, the District desires to provide educational opportunities for its students; and

WHEREAS, MCCD and the District desire to cooperate with each other to provide students an opportunity to visit MCCD and enroll for courses; and

WHEREAS, MCCD has offered to provide transportation for enrollment workshops for District students;

WHEREAS, each party agrees to carry, with financially sound and reputable insurers, insurance coverage (including professional liability and comprehensive liability coverage) with respect to the conduct of its business or services against loss from such risks and in such amounts as is customary for well-insured companies or institutions engaged in similar businesses or services; and

WHEREAS, the District and MCCD desire to enter into a formal MOU defining the rights and responsibilities of each Party in connection with the transportation of District students.

NOW, THEREFORE, IN CONSIDERATION OF THESE RECITALS AND THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

I. **SCOPE OF SERVICES**

A. MCCD shall provide student transportation from District high school campuses to their main campus location at 1 Barnard Drive, Oceanside CA 92056.

B. MCCD shall secure and maintain in force such permits and licenses as are required by law in connection with the provision of transportation services pursuant to this MOU.

C. MCCD shall use MCCD vehicles and MCCD employees for transportation of District students according to this MOU.

D. The District shall provide student supervision by District staff during transport to and from MCCD.

E. The District shall obtain parent permission prior to student transport.

II. **INDEMNIFICATION**. Each Party agrees to indemnify, defend and hold harmless the other against claims, demands, damages, and costs, including attorney and court costs, arising

out of or resulting from its sole negligence or misconduct. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause the insurers to do likewise. However, both Parties shall have the right to take any and all actions they believe necessary to protect their interests. Obligations under this section shall survive termination or expiration of this MOU.

III. INSURANCE. The parties will obtain and maintain for the duration of the MOU, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by the parties or their agents, representatives, employees or subcontractors.

A. Commercial General Liability (CGL) Insurance. Insurance written on an “occurrence” basis, including personal injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code.

C. Professional Liability. Coverage with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

D. Nothing in this section shall prohibit the parties from being self-insured in the manner and to the extent that the parties self-insure for similar risks with respect to its operations, equipment and property. The manner in which such self-insured is provided and the extent of such self-insurance shall be set forth in a letter of self-insurance, delivered to the other party, which fully describes the self-insurance program and how the program covers the risks set forth herein. If, at any time during the term of this MOU, the parties elect not to self-insure, each party shall notify the other party and the insurance requirements specified herein shall apply.

IV. TERM. The term of this MOU shall be in effect until terminated by either party.

V. TERMINATION. This MOU may be terminated at any time by either party upon seven (7) calendar days written notice to the other party.

VI. AMENDMENT. This MOU may be amended by mutual written agreement of the parties.

VII. ENTIRE MOU. This MOU, together with any other document referred to herein, embody the entire MOU and understanding between the parties. Neither this MOU nor any provision hereof may be amended, modified, waived or discharged except by mutual written agreement.

VIII. SEVERABILITY. The provisions of this MOU are severable. Should any provision be found invalid by a court of competent jurisdiction, this agreement shall be construed as not containing such provision and all other provisions shall remain in full force and effect.

IX. COUNTERPARTS. This agreement may be executed in counterpart, all of which when put together shall constitute one and the same document.

X. NOTICE. The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of the District under this MOU.

For MCCD

Name Mina Hernandez
Title Director
Department Purchasing & Material Management
MiraCosta Community College District
Address 1 Barnard Dr.
Oceanside, CA 92056
Phone No. 760-795-6797
Email mina.hernandez@miracosta.edu

For District

Name Carissa Iwamoto
Title Director of Purchasing
Address 6225 El Camino Real
Carlsbad, CA 92009
Phone No. 760-331-5085
Email Carissa.iwamoto@carlsbadusd.net

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the date first above written.

CARLSBAD UNIFIED SCHOOL DISTRICT

By:



Eric Dill

Assistant Superintendent of Business Services

Feb 24, 2022

Date

MIRACOSTA COMMUNITY COLLEGE DISTRICT, a public community college of the State of California

By:



Mina Hernandez, Director of Purchasing & Material Management

February 24, 2022

Date






Miracosta CCD MOU Transport CUSD students

Final Audit Report

2022-02-25

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