

#000662

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAN CARLOS SCHOOL DISTRICT  
AND  
MENLO PARK CITY SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is entered into by and between San Carlos School District (SCSD) and the Menlo Park City School District (MPCSD), regarding the employment of Pamela Musladin.

1. Menlo Park City School District agrees to release its employee Pamela Musladin to work 0.2 FTE per the following schedule with specific services for the SCSD during the period from August 14, 2015 through June 15, 2016:
  1. Three days per week with MPCSD
  2. One day per week with San Carlos School District
2. Pamela Musladin will remain an employee of the Menlo Park City School District and the Menlo Park City School District will continue to pay his/her full salary and benefits during the period of this Agreement. SCSD will reimburse MPCSD for the 0.2 FTE along with the additional costs such as PERS, Workers Compensation, SUI, and Medicare. SCSD will reimburse MPCSD for medical benefits contribution *as well. Total - \$27,270.00* (December 31<sup>st</sup> and June 30<sup>th</sup>).
3. Any expenses incurred by Pamela Musladin, while released to the SCSD, will not result in any additional expense to MPCSD.
4. By January and June, MPCSD will invoice SCSD for actual costs incurred. SCSD shall pay such invoices within thirty days of receipt.
5. Pamela Musladin will not be considered an employee of SCSD and will not acquire any of the rights, privileges, powers, or advantages of an employee including, without limitation, Worker's Compensation, disability insurance, health plans, vacation or sick leave pay, or any other benefit available to SCSD employees.
6. MPCSD represents that it has appropriate policies and procedures or agreements with its employees sufficient to enable it to comply with the terms of this Agreement.
7. MPCSD shall defend, indemnify, and hold SCSD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement.
8. MPCSD, at its sole cost and expense, shall insure its activities in connections with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:
  - a. General Liability Insurance, including Government Codes and Errors and Omissions coverage, with a combined single limit of one million dollars (\$1,000,000) each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than one million dollars (\$1,000,000) per occurrence.
- c. Worker's Compensation as required by California State law.

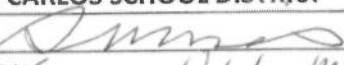

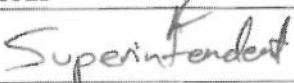
The coverage required under a. and b. of Section 8 shall include the SCSD as an additional insured. MPCSD, upon execution of this Agreement, shall furnish the SCSD with certificates of insurance evidencing compliance with all requirements.


- 9. Either party may terminate this Agreement with written notice before March 10 of the fiscal year to be terminated the following school year.
- 10. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

For SCSD: Robert Porter, COO  
San Carlos School District  
1200 Industrial Rd #9  
San Carlos, CA 94070

For MPCSD: Joan O'Neill, Human Resources Manager  
181 Encinal Avenue  
Atherton, CA 94027

- 11. This Agreement and the related SCSD purchase order: constitute the entire agreement and understanding between the parties and supersede all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be made in writing and signed by the authorized representatives of Menlo Park City School District.

SAN CARLOS SCHOOL DISTRICT	MENLO PARK CITY SCHOOL DISTRICT
By: 	By:  9/1/15
Name: Suzanne Webster Morris	Name: Joan O'Neill / Maurice Glynn
Title: Director of Special Ed	Title: Manager, Human Resources
Date: 10/1/15	Date: August 17, 2015
	

By:   
Robert Porter  
Chief Operations Officer  
10/1/15