

MEMORANDUM OF UNDERSTANDING

by and between

Paradise Valley Unified School District #69

A political subdivision of the State of Arizona
(hereinafter “PVUSD”)

and

The Church of Jesus Christ of Latter-Day Saints

(hereinafter “Church”)

I. PARTIES

This Memorandum of Understanding (the “Agreement”) is entered into this _____ day of _____ 20____ between the Paradise Valley Unified School District #69, a political subdivision of the State of Arizona (“PVUSD”) and The Church of Jesus Christ of Latter-Day Saints (Church).

II. PURPOSE

PVUSD, as a community based non-profit educational institution, is available to provide meaningful service opportunities to individuals willing to assist teachers and staff for the benefit of PVUSD students by donating their time, skills and talents on a volunteer, non-compensated basis. Church has available volunteer service missionaries willing to assist the teachers and staff of the District for the benefit of the students by donating their time, skills and talents without compensation or benefit. The two organizations desire to match their needs and resources for the benefit of the students and assist the teachers and staff of the Paradise Valley Unified School District community as reflected in this Memorandum of Understanding.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, PVUSD and Church agree as follows:

III. PVUSD agrees to:

1. Provide meaningful service opportunities for each service missionary.
2. Train and supervise service missionaries to enable them to safely and adequately perform the duties assigned.
3. Provide a workplace environment that is civil, free from harassment or abuse of any kind, and respectful of the service missionaries’ values.
4. Comply with all federal and state laws prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), sex, age, political affiliation, religion, sexual orientation, or disability.
5. Provide reasonable accommodation to allow persons with disabilities to participate in program activities. This may include but is not limited to: providing a flexible volunteer work schedule, providing accessible technology or equipment, modifying volunteer job duties, or restructuring a work area for wheelchair access.

6. Furnish volunteers with appropriate and sufficient materials and equipment required for their volunteer assignments.
7. Interview and make final decision on assignments for service missionary volunteers. Church does not assume liability for service missionary volunteers referred to PVUSD.
8. Safeguard the confidentiality of any sensitive personal information about service missionaries (for example, medical conditions) that the Church may disclose to PVUSD.
9. Promptly notify the Church contact and the missionary's family in the event of any accident, injury, or medical issue.
10. Maintain status as a tax-exempt nonprofit educational political subdivision of the State of Arizona described in Section 170(c)(1) of the Internal Revenue Code.
11. Maintain general liability insurance with limits not less than \$1,000,000 each occurrence to be primary and noncontributory to other insurance.
12. PVUSD will be responsible for paying for and conducting background checks of volunteer service missionaries as necessary (including Arizona fingerprint clearance cards) for assignment to specific jobs.
13. Not assign service missionary volunteers to operate machinery, equipment, or vehicles without proper training or certification.
14. Not assign service missionary volunteers to handle any cash or valuables, or render a professional opinion.

IV. Church agrees to:

1. Co-develop program with PVUSD to pilot during the 2023/24 and 2024/25 school years
2. Refer service missionaries willing to volunteer to assist teachers and staff for the benefit of PVUSD students.
3. Provide the service missionary volunteers with a name badge or community service identification.
4. Provide a Church contact to facilitate ongoing communication and oversight of the volunteer program.

V. The parties mutually agree that:

1. **Term of Agreement.** This Agreement shall become effective as of the date it is signed by both parties and shall expire on **June 30, 2025**. This Agreement may be extended for the following three school years if determined in writing by both of the parties.
2. **Amendment.** This Agreement may be modified at any time by mutual written consent of both parties.
4. **Notices.** All notices under this Agreement given by either party to the other shall be made in writing and shall be sent by U.S. Postal Service, first class mail as follows:

PVUSD Contact: Dr. Steve Jeras, Assistant Superintendent
Paradise Valley Unified School District
15002 N. 32nd St.
Phoenix, AZ 85032

602-449-2097
sjeras@pvschools.net

Church: Jeff Nilsson
Administrator-Community Orgs.
50 E. North Temple St.
Salt Lake City, UT 84150
801-240-4357
SM-CommunityOrgs@ChurchofJesusChrist.org

5. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.
6. **Severability.** The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
8. **Termination Generally.** Either party, with or without cause, may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice.
9. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
10. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, and attempt to reach a just and equitable solution satisfactory to both parties.
11. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
12. **Intellectual Property.** Nothing in this Agreement is intended to transfer or otherwise assign any of the parties' intellectual property rights to each other or to any other third party. All right, title, and interest in and to the parties' intellectual property will remain solely with each respective party at all times, and each party agrees not to take any action

that would impair the value of, goodwill associated with, or interfere with the other's rights in such party's intellectual property.

13. **Insurance.** While this MOU is in effect, each party shall maintain, and provide evidence of (if requested), commercial general liability, statutory workers' compensation insurances, and such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the party, its employees or agents. The general liability insurance shall be at least in the amount of \$1,000,000 per incident and a \$2,000,000 aggregate.
14. **E-Verify.** To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).
15. **Responsibility.** Each party will be responsible for the negligence, acts and omissions of its officers, agents, employees and contractors when acting under such party's direction and supervision.
16. **Terminations/Resignations of Volunteers.** PVUSD Administration or the Church Representative may terminate volunteer assignments at any time. Discussion of termination/resignation may be requested by any party to clarify the reason, or to resolve any conflict that may have resulted in the termination/resignation.
17. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person or entity, other than the Parties and their respective successors and assigns permitted by this Agreement, any right, remedy or claim under or by reason of this Agreement.
18. **Independent Contractor.** Each party is an independent contractor and is independent of the other party. This Agreement does not create a partnership, joint venture or agency relationship of any kind between the parties. This Agreement does not create any fiduciary or other obligation between the parties. Neither party shall have any right, power or authority under this Agreement to act as legal representative of the other party, nor shall either party have any right or authority to bind or obligate the other or make any representation or warranty on behalf of the other. Under no circumstances shall any employees or volunteers of one party be deemed the employees of the other party for any purpose.
19. **Compliance With All Applicable Laws.** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, local governments and Governing Board Policies, whether or not specifically referenced in this Agreement.
20. **Signature Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original and all of which together will constitute one and the same agreement. The parties may evidence execution of this Agreement by means of photocopy, facsimile, or other electronic means, copies of which will have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

PARADISE VALLEY UNIFIED SCHOOL DISTRICT #69

By: _____

Its: _____

Date: _____

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

By: _____

Its: _____

Date: _____

