



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and the Davis Joint Unified School District (DJUSD).

PURPOSE: The purpose of this M.O.U. is to enable the YCOE and DJUSD to provide Positive Behavior Interventions and Supports (PBIS) training to school site teams as a part of the system of support.

AUTHORITY: This M.O.U. is entered into by and between the parties in the exercise of the authority set forth in California Education Code 52071.

TERM: This M.O.U. shall become effective upon the date of execution by both parties and shall continue for a period of three years to begin on July 1, 2019 and conclude on June 30, 2022.

SCOPE OF SERVICES:

- A. The YCOE shall provide PBIS training to (7) school site teams and (2) district coaches identified by DJUSD in 2019-2020 for the following academic years: 2019-2020, 2020-2021, 2021-2022.
- B. The YCOE shall cover fees incurred through a partnership with the University of Oregon for the provision of the School-wide Information System (SWIS) Suite for each participating school at a cost not to exceed \$350 per school, and not to exceed a total of \$2,450 for all participating schools. Beginning in 2020-2021, the YCOE shall also cover all associated costs with installing Check-in Check-out School-wide Information System (CICO-SWIS) for each participating school at a cost not to exceed \$460 per school, and not to exceed a total of \$3,220 for all participating schools.
- C. The YCOE shall provide continental breakfast and lunch at all PBIS training days. DJUSD shall reimburse YCOE costs for these meals on a per-participant basis not to exceed the cost of the meals.
- D. DJUSD shall cover all associated internal costs to ensure full participation in the PBIS training for participants from DJUSD (ex. substitutes, mileage, meals, school-site costs for signage/incentives/etc.).
- E. DJUSD shall identify schools and school teams to participate in the PBIS trainings.
- F. DJUSD shall measure the impact of PBIS efforts in participating schools and submit annual reports to the YCOE.

- G. DJUSD shall form a PBIS District Leadership Team (DLT) and will participate on local DLT training day.
- H. Should an identified participating school fail to participate in, measure the impact of, or exit the PBIS training sequence, DJUSD agrees to reimburse the YCOE the associated annual fees for the school.

INSURANCE:

During the term of this M.O.U., YCOE shall provide to DJUSD, and DJUSD shall provide to YCOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. YCOE shall also provide DJUSD, and DJUSD shall also provide YCOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCOE OR DJUSD shall be excess and noncontributory." Any and all insurance coverage may be provided by a Joint Powers Authority or other Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, YCOE shall assume the defense and hold harmless DJUSD and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of YCOE, its officers, agents or employees.
- B. Insofar as permitted by law, DJUSD shall assume the defense and hold harmless YCOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of DJUSD, its officers, agents or employees.
- C. It is the intent of the YCOE and DJUSD that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. YCOE and DJUSD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. YCOE and (DJUSD further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, YCOE and DJUSD have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

Davis Joint Unified School District



(Manager Signature)

(Signature)

Micah Studer, Ed. D., Executive Director

Printed Name and Title

Date: 10-21-19

Date: _____



Signature

Crissy Huey, Associate Superintendent

Date: 10/21/19