



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 coordinate the implementation of the 2019-20 California Career Technical Education Incentive Grant for the Yolo County Career Technical Education (CTE) Consortium.
- TERM:** This M.O.U. shall become effective July 1, 2019 through December 31, 2021.

SCOPE OF SERVICE:

A. The Yolo County Office of Education (YCOE):

YCOE will serve as lead for the Yolo County CTE Consortium and provide support for the development and improvement of Consortium participants' career pathways; provide professional development for CTE teachers, administrators and counselors; facilitate the development of CTE Professional Learning Communities (PLC); support Work-Based Learning (WBL) development and implementation; and implement a Work-Ready Certificate (WRC) process. YCOE will be responsible for submitting required reports to the grant monitor.

B. The Davis Joint Unified School District (DJUSD)

DJUSD shall facilitate attendance and active participation of CTE teachers, administrators, and counselors at professional development and PLC workshops; provide CTE students with opportunities to meet the requirements for Work-Ready Certification; develop and expand WBL opportunities for CTE students; and continue to develop and improve their CTE pathways, seeking assistance from YCOE as needed. DJUSD shall provide YCOE with data and information required by the CA Department of Education for reporting.

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.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To YCOE: Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776-6127

To **DJUSD** **Davis Joint Unified School District**
526 B Street
Davis, CA 95616

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between YCOE and **DJUSD**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and **DJUSD**.

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

Garth Lewis
Garth Lewis, Superintendent of Schools

Date: 5/5/20

DAVIS JUSD

John Bowes, Superintendent

Date: _____

Crissy Huey
Crissy Huey, Associate Superintendent

Date: 5/4/20

