



May 28, 2020

Bruce E. Colby
Chief Business Officer
Davis Joint Unified School District
526 B Street
Davis, CA 95616

RE: Amendment to Memorandum of Understanding, Support for Work-Based Learning, dated 10/4/19 By and Between the Yolo County Office of Education (YCOE) and Davis Joint Unified School District (DJUSD)

Dear Mr. Colby,

This letter will serve to amend the subject Memorandum of Understanding to support student work-based learning. Unless specified below, all conditions of the original MOU remain in effect through the term of this Amendment. A copy of the original MOU showing the changes in "track changes" is attached for your reference.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until ~~June 30, 2020~~ December 31, 2020

SCOPE OF SERVICES:

A. The YCOE shall:

- Provide \$10,000 to support work-based learning transportation and \$10,000 to support a District College and Career Ready (CCR) Support Specialist or *CTE Distance Learning Work-Based Learning Supports* as described in Attachment A. Seventy-five percent (75%) of the funding will be provided upon submission of an invoice when this agreement is signed and the remaining twenty-five percent (25%) will be provided upon submission of an invoice and documentation of activities (Attachments B & C & D) no later than ~~June 1, 2020~~ December 1, 2020.

B. The **Davis Joint Unified School District** shall:

- *Provide documentation of support activities related to CTE Distance Learning Work-based Learning. See Attachment D for reporting template.*
- Submit final invoice and documentation no later than ~~June 1, 2020~~ December 1, 2020.

Both parties confirm their acceptance of this Amendment by execution as indicated below.

Sincerely,

YOLO COUNTY OFFICE OF EDUCATION:

DAVIS JUSD:

Crissy Huey
Crissy Huey, Associate Superintendent


Bruce Colby, Chief Business Officer

Date: 6/12/20

Date: 6/12/2020



MEMORANDUM OF UNDERSTANDING

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

PURPOSE: The purpose of this M.O.U. is to enable the YCOE and **Davis Joint Unified School District** to **support student work-based learning.**

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in **the K12 Strong Workforce Program.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2020 ~~June 30, 2020.~~

SCOPE OF SERVICES:

A. The YCOE shall:

- Provide \$10,000 to support work-based learning transportation and \$10,000 to support a District College and Career Ready (CCR) Support Specialist or CTE Distance Learning Work-Based Learning Supports as described in Attachment A. Seventy-five percent (75%) of the funding will be provided upon submission of an invoice when this agreement is signed and the remaining twenty-five percent (25%) will be provided upon submission of an invoice and documentation of activities (Attachments B & C) no later than ~~June 1, 2020.~~ December 1, 2020.

B. The **Davis Joint Unified School District** shall:

- Designate a District College and Career Ready (CCR) Support Specialist as described in Attachment A to participate in planning and implementing a Yolo County Regional System of Support for career technical education.
- Provide documentation of work-based learning transportation provided per this agreement. See Attachment B for reporting template.
- Provide documentation of support activities provided by the District CCR Support Specialist per this agreement. See Attachment C for reporting template.
- Provide documentation of support activities related to CTE Distance Learning Work-based Learning. See Attachment D for reporting template.
- Submit final invoice and documentation no later than ~~June 1, 2020~~ December 1, 2020.

INSURANCE:

During the term of this M.O.U., YCOE shall provide to **Davis Joint Unified School District**, and **Davis Joint Unified School District** 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 **Davis Joint Unified School District**, and **Davis Joint Unified School District** 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 **Davis Joint Unified School District** 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 **Davis Joint Unified School District** 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, **Davis Joint Unified School District** 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 **Davis Joint Unified School District**, its officers, agents or employees.
- C. It is the intent of the YCOE and **Davis Joint Unified School District** 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 **Davis Joint Unified School District** 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 **Davis Joint Unified School District** 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: 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 Davis Joint Unified School District, 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 Davis Joint Unified School District.

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 **Davis Joint Unified School District** have executed this M.O.U. as of the date first above written.

***No signatures required. Original MOU previously signed.**

YOLO COUNTY OFFICE OF EDUCATION

Davis Joint Unified School District

Deborah Bruns, Director, C&I

(Signature)

Date: _____

Printed Name and Title

Crissy Huey, Associate Superintendent

Date: _____

Date: _____

ATTACHMENT A

19-20 WORK-BASED LEARNING SUPPORT SCOPE OF WORK

Work-Based Learning Transportation: \$10,000

Transportation funds are to be used for providing students with access to transportation for work-based learning directly linked to their CTE pathways. This can include:

- Regional bus passes
- Support of carpooling of 3 or more students with parent, teacher, or business partner, including expense for fuel, driver fingerprinting, and auto inspection if required by district
- District transportation options, including bus, driver, van, etc.
- Bus or van rental
- Other venues – please seek prior approval from YCOE CCR Specialist

District College and Career Support (CCR) Specialist: \$10,000

These funds are to be used to supplement an existing position, or engage new personnel, to participate in planning and implementing a Yolo County Regional System of Support for career technical education, as described in the YCOE 2019-20 K12 Strong Workforce Program (SWP) grant. This might include:

- Participation in regular YCOE planning and implementation meetings with YCOE staff and regional district CCR support specialists
- Participation in training required for implementation of support strategies
- Implementation of support strategies throughout district high schools with CTE pathways
- Maintenance of documentation of participation in, and outcomes of, implemented strategies

CTE Distance Learning Work-Based Learning Supports

Due to the COVID 19 virus and the need for CTE programs to incorporate distance learning, any combination of the above funds can be used to support CTE virtual work-based learning. This might include:

- Curriculum from an industry sector company or organization
- Training for an instructor on virtual learning software program for curriculum
- Work readiness training software program
- Release or extra duty time for CTE instructors to plan for or implement new work-based learning programs that meet COVID-19 restrictions.

