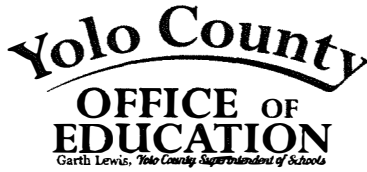


CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN TO YOLO  
COUNTY OFFICE OF EDUCATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: The purpose of this MOU is to define the roles and responsibilities and collaboration for YCOE and DJUSD for YCOE programs housed on DJUSD campuses.

The term of this amendment is effective until June 30, 2022.



## **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 (DJUSD).
- PURPOSE:** The purpose of this M.O.U. is to enable the YCOE and DJUSD to define the roles and responsibilities and collaboration for YCOE and DJUSD when YCOE SDC classes are housed on DJUSD campuses.
- AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth in fulfilling duties and responsibilities
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2022.

### **SCOPE OF SERVICES:**

#### **Roles and Responsibilities and Collaborations for YCOE and DJUSD when YCOE SDC classes are housed on DJUSD campuses**

##### **YCOE Responsibilities**

1. YCOE will give DJUSD school office staff the following within the first ten days of school:
  - a. Emergency cards for all YCOE students on site
  - b. Contact information for YCOE administration; and classroom information including staff names and teacher contact information.
2. YCOE Teacher will give school office staff emergency cards for new students and changes in staff/teacher contact info in a timely fashion.
3. YCOE Teacher/Designee will notify office staff of emergency situations including 911/Police/Fire/Emergency services as soon as a call has been made.
4. YCOE Staff will follow school procedures when on campus.
5. YCOE Administrator/Designee will inform DJUSD Administrator/Designee of potential student/program concerns that may affect the campus/other students/classes and will collaboratively work with DJUSD Administration/Designee to resolve issues.

6. YCOE Administrator/Designee will notify DJUSD Site and DJUSD Special Education Administrator/Designee of student suspensions.
7. YCOE Administrator/Designee will notify DJUSD Administration about parent/agency visits.
8. YCOE Teacher/Designee will be available to provide information about YCOE program(s) on site at staff meetings or other meetings.
9. YCOE will provide core materials to students who participate in General Education classes.
10. YCOE Teacher will give site staff student names and identifying information necessary to enroll YCOE students in DJUSD web based district curriculum, as appropriate.
11. YCOE to collaborate on repairs and maintenance of classrooms as needed.
12. YCOE Administrator will access DJUSD School Resource officers, as needed or as available, for YCOE students on district campuses.

#### **DJUSD Responsibilities**

1. DJUSD Office Staff will maintain YCOE student emergency cards in a confidential file.
2. DJUSD Office staff will assist in emergency situations if needed (ex. Directing Emergency Responders to correct classroom)
3. DJUSD will follow school/district procedures when YCOE parents/visitors come into the office (have them sign in, etc.)
4. DJUSD Administration/Designee will notify and work with YCOE Administration/Designee to resolve concerns in a timely fashion (facility issues, student issues, etc.)
5. DJUSD Administration/Designee will work with YCOE Administration/Designee and school site Administration to support IEP designated integration into general education classes. If appropriate, a transition plan will be developed for student integration into general education classes.
6. DJUSD Administration/Designee will work with YCOE Administration/Designee to add YCOE students who are enrolled in general education classes their teachers and parents to appropriate district electronic communication systems when possible.
7. DJUSD Administration will work with YCOE Teachers/Administrative Designee in order to create accounts for YCOE students who are enrolled in general education classes in web based district curriculum, as appropriate.
8. DJUSD Special Education staff will notify school site office staff/admin of DJUSD parent or agency observations to YCOE programs. DJUSD/YCOE staff will accompany visitors during observations and will follow school site protocol for checking in.

9. DJUSD School Site Administration will include YCOE teaching staff/students in site emergency information (Lock-downs, fire drills, etc)
10. DJUSD School Site Administration will include YCOE teaching staff/students in site assemblies, presentations, and other campus events to the extent possible and appropriate and based upon the IEP team and teacher recommendations.
11. DJUSD will provide custodial services for YCOE classrooms for buildings owned by DJUSD.
12. DJUSD will collaborate on repairs and maintenance of classrooms as needed.
13. DJUSD will collaborate with YCOE to provide mutually agreed upon appropriate spaces for YCOE programs on Davis School Campuses. DJUSD will work to provide an appropriate “quiet space” for Horizon classes in addition to the main classroom space when available.

**THE FOLLOWING STATEMENT MUST BE INCLUDED IF ANY INDIVIDUALS REPRESENTING THE AGENCY WILL HAVE CONTACT WITH STUDENTS:**

The YCOE will certify that any of their employees coming into contact with students have been fingerprinted and have a valid TB test by submitting signatures on Exhibits A and B with the MOU. **EXHIBITS A & B SHOULD ALSO ACCOMPANY THIS MOU.**

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

Davis Joint Unified School District

\_\_\_\_\_  
Jessica Burrone  
Director of Special Education

\_\_\_\_\_  
  
Bruce Colby  
Chief Business Officer

Date: \_\_\_\_\_

Date: 8-23-19

\_\_\_\_\_  
Crissy Huey, Associate Superintendent

Date: \_\_\_\_\_