

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF YOLO**

AND

**YOLO COUNTY OFFICE OF EDUCATION
DAVIS JOINT UNIFIED SCHOOL DISTRICT
ESPARTO UNIFIED SCHOOL DISTRICT
WASHINGTON UNIFIED SCHOOL DISTRICT
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
WINTERS JOINT UNIFIED SCHOOL DISTRICT**

FOR FISCAL YEARS 2020-2022

This Memorandum of Understanding (“MOU”), entered into this 21st day of May, 2020, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Yolo County Office of Education; Davis Joint Unified School District; Esparto Unified School District; Washington Unified School District; Woodland Joint Unified School District; and Winters Joint Unified School District; local educational agencies within Yolo County, hereinafter referred to as “LEA,” is made upon the following considerations:

WHEREAS, COUNTY and LEA desire to enter into a MOU which sets forth each parties’ rights and responsibilities regarding implementation of the Yolo County-School Partnership Program Steering Committee.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **RIGHTS AND RESPONSIBILITIES OF THE PARTIES:**

Each party hereto agrees to provide appropriate level of staff to cooperate, coordinate and work collaboratively to implement the Yolo County-School Partnership Program Steering Committee.

2. **TERM:**

This MOU shall begin upon execution by all parties and shall remain in full force and effect until June 30, 2022, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Termination for Cause. Should any party fail to substantially perform its obligations in accordance with this MOU, a notification of default shall be sent to the defaulting party in writing, with carbon copies to all other parties to this MOU, and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- B. Termination Without Cause. COUNTY may terminate this MOU without cause upon ninety (90) days advance written notice. Such notice shall state the effective date of the termination.
- C. Termination Due to Insufficient Funding. All obligations under this MOU are contingent upon the availability of local, state and/or federal funds for staff to participate in Steering Committee activities. In the event such funding is reduced or eliminated, parties shall, at their sole discretion, determine whether this MOU shall be terminated. The impacted entity shall provide thirty (30) days advance written notice of its intent to terminate this MOU due to insufficient funding.

4. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Yolo County Health and Human Services Agency
Attention: Karen Larsen, Director
137 North Cottonwood Street
Woodland, CA 95695

LEA: Yolo County Office of Education
Attention: Garth Lewis, Superintendent
1280 Santa Anita Court

Woodland, CA 95776

Davis Joint Unified School District
Attention: John Bowes, Superintendent
526 B Street
Davis, CA 95616

Esparto Unified School District
Attention: Christina Goennier, Superintendent
26675 Plainfield Street
Esparto, CA 95627

Washington Unified School District
Attention: Linda Luna, Superintendent
930 Westacre Road
West Sacramento, CA 95691

Winters Joint Unified School District
Attention: Tod Cutler, Superintendent
909 West Grant Ave.
Winters, CA 95694

Woodland Joint Unified School District
Attention: Tom Pritchard, Superintendent
435 6th Street
Woodland, CA 95695

5. PURPOSE

- A. The purpose of this MOU is to document a desire on the part of the signatories to cooperate on programs and projects of mutual interest that generally fall under the umbrella of establishing programs within Yolo County that increase access to mental health services in locations that are easily accessible to students and their families. This MOU will outline general objectives and identify programs that are supported by the parties. It will also serve as a framework to add other programs that may be of interest to the parties during the term of this MOU. It is understood by all that this MOU does not bind any party to a financial or other resource commitment, but

rather is the framework from which specific participating and cooperative agreements can be developed as deemed appropriate in any combination of the partners. It is also understood by the parties that decisions made on projects are made by the individual agencies following their existing policies and procedures. This MOU may serve to leverage resources and demonstrate an ongoing collaboration among the parties, which may strengthen the individual program areas, bring a greater public awareness of the need for mental health programs that serve children and families, and provide additional opportunities for increased funding.

B. Objectives and Goals. The following program areas and objectives will be the primary focus of the Yolo County-School Partnership Steering Committee during the term of this MOU:

1. Establishment of a governance group comprised of the executive leadership of the parties to this agreement;
2. Explore the development of school-based mental health services by leveraging resources and seeking additional funding sources, including the Mental Health Student Services Act, to support efforts to establish school-based mental health services;
3. Develop and implement sustainable mental health services in locations that are easily accessible to students and their families.

6. MENTAL HEALTH STUDENT SERVICES ACT

- A. The Mental Health Student Services Act (MHSSA) is a competitive grant program established to fund partnerships between county behavioral health departments and local education entities for the purpose of increasing access to mental health services in locations that are easily accessible to students and their families. The MHSSOAC awards grants over a four-year grant cycle to county behavioral health departments to fund the partnership between educational and county mental health agencies. The grants awarded shall be used to provide support services that include, at a minimum, services provided on school campuses, suicide prevention services, drop-out prevention services, placement assistance and service plans for students in need of ongoing services, and outreach to high-risk youth, including foster youth, youth who identify as LGBTQ, and youth who have been expelled or suspended from school.

County, city, or multi-county mental health or behavioral health departments, or a consortium of those entities, including multi-county partnerships, may, in partnership with one or more school districts and a County Office of Education or charter school within the county, apply for a grant. An educational entity may be designated as the lead agency to submit the application, while the county, city or multicounty mental health department, or consortium, shall receive the grant funds. Allocation of grant funds require that all school districts, charter schools and the County Office of Education be invited to participate in the partnership, to the extent possible, and that applicants include with their application a plan developed and approved with the participating

educational partners.

7. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between the independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association.

8. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

In the performance of the services required by this MOU, all parties shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all applicable Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional applicable restrictions or conditions that may subsequently be imposed on the parties by the Federal or State government applicable to the services conducted in the performance of the services under this Agreement. Each party further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

9. INDEMNIFICATION.

Parties to this MOU shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this MOU. The Parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

10. INSURANCE.

During the term of this Agreement, each Party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain, insurance or equivalent program of self-insurance for professional liability, general liability, worker's compensation as required under California state

law and business automobile liability adequate to cover its potential liabilities hereunder. Upon a party's request, the other party shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage.

11. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

12. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

13. PROTOCOLS:

All parties agree that the inclusion of additional protocols may be required at a later date. All such protocols shall be negotiated, determined and agreed upon by all parties hereto in a writing signed by all parties.

14. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

15. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

16. THIRD PARTY RIGHTS.

Except where specifically stated otherwise in this MOU, the promises in this MOU benefits the COUNTY and LEA's only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor

do the parties hereto intend to convey to anyone any “legitimate claim of entitlement” with the meaning and rights that phrase has been given by case law.

17. AMENDMENT:

This MOU may be amended at any time during the term hereof upon the mutual written consent of all parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by an authorized representative of each party hereto.

18. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

19. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this MOU are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOU.

20. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

21. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party’s obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date first written above.

COUNTY OF YOLO

By: _____

Karen Larsen, Director
Health and Human Services Agency

Date: _____

Approved as to Form:

Philip J. Pogledich, County Counsel

By: _____

Hope P. Welton, Senior Deputy

YOLO COUNTY OFFICE OF EDUCATION

By: _____

Date: _____

Name: _____

Title: _____

DAVIS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: John A. Bowes

Title: Superintendent

ESPARTO UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

WASHINGTON UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

WINTERS JOINT UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Name: _____

Title: _____