



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 **prevent and/or reduce student tobacco-use, vape-use, and nicotine addiction through education, engagement, outreach, evidence-informed educational instruction, and activities that build knowledge, social skills, and youth development assets.**

AUTHORITY: This M.O.U. is entered into by and between the parties in exercise of the authority set forth in **California Department of Education's Tobacco Use Prevention Education (TUPE) for Grades Six through Twelve, TUPE Comprehensive Implementation Grant (Tier 2)**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue from **July 1, 2020 through June 30, 2021.**

Payment: **YCOE will serve as the fiscal agent with DJUSD with the reimbursable amount to DJUSD not to exceed \$24,441.68 DJUSD will invoice YCOE quarterly with provided back-up documentation aligned in the "Scope of Services". DJUSD agrees to submit all invoices by July 10, 2021.**

SCOPE OF SERVICES:

A. The **YCOE** shall:

- In Coordination with **DJUSD** administration:
 - Monitor and enforce tobacco-free policies
 - Monitor and enforce tobacco-free re-certifications.
 - Monitor and enforce California Healthy Kids Survey CHKS for grades: 6, 7, 9, 11
 - Monitor and ensure the selected curricula are being implemented with fidelity in **DJUSD** schools
- Coordinate with **DJUSD** Administration to ensure that youth development activities regarding Tobacco Education are taking place
- Convene Yolo TUPE Leadership/Collaborative meetings
- Provide project budget oversight

- Responsible for all reporting and fiscal requirements to the California Department of Education
- Reimburse **DJUSD** up to total amounts allocated, TUPE TIER 2, 20/21 budget

B. The **DJUSD** shall

- Provide a TUPE District Coordinator to:
 - Enforce tobacco-free policies
 - Enforce tobacco-free re-certifications
 - Enforce CHKS for grades: 6, 7, 9, 11
 - Implementation of the Stanford Curriculum for grades: 7 and 10
 - Provide updates and data to YCOE and collaborative team including, but not limited to, number and type of projects, participants, cessation referrals, and distribution of resource and outreach materials
 - Development and distribution of resource and outreach material through print and social and digital media
 - Development and implementation of peer to peer and community outreach projects/activities including outreach to caregivers
 - Professional development opportunities to education staff
 - Attend TUPE Leadership/Collaborative Meetings
 - Provide invoices to YCOE, *with back-up*, **not to exceed allocated amount** for various services (**not to exceed a total \$24,441.68**) for the 20/21 school year

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:

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| To YCOE: | Yolo County Office of Education 1280 Santa Anita Court, Suite 100 Woodland, CA 95776-6127 |
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| To EUSD: | Davis Joint Unified School District 526 B St 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


(Manager Signature)

Mariah Ernst-Collins

Date: 9/24/20


Superintendent or Designee

Amani Watkins
Associate Superintendent
Business Services
Date: 10/29/2020


Signature

Crissy Huey, Associate Superintendent

Date: 9/24/20