

2020-2021 MEMORANDUM OF UNDERSTANDING
 by and between the
Yolo-Solano Center for Teacher Credentialing
 of the
Davis Joint Unified School District
 and the
Colton-Yucaipa-Redlands Regional Occupational Program
 of the
California Department of Education, CTE TEACH Contract

General

This Memorandum of Understanding (MOU) is entered into between Davis Joint Unified School District (DJUSD)—further referred to as “Contractor”, Local Educational Agency (LEA) for the Yolo-Solano Center for Teacher Credentialing (YSCTC), and the Colton-Yucaipa-Redlands Regional Occupational Program (CRY-ROP)—further referred to as the “Lead Agency”, to implement the CTE TEACH Contract through the California Department of Education.

Term of Agreement

The effective date of this MOU is October 1, 2020 – June 30, 2021. The terms of this agreement shall remain in effect unless mutually amended, signed, and distributed to signing parties.

Purpose

The purpose of this MOU is to establish a formal level of commitment between DJUSD and CRY-ROP. This MOU is intended to identify the terms and conditions whereby CRY-ROP will engage the Contractor for services rendered and to define the roles and responsibilities of the Lead Agency and Contractor in regard to the development, design, implementation and support of the CTE TEACH program.

Scope of Services

At the discretion of the Lead Agency, the Contractor will support all participant LEAs for northern California in programming for the CTE TEACH program.

Budget Classification Code	Title	Subtotal	Total
1000	Certificated Personnel Salaries		\$ -
2000	Classified Personnel Salaries		\$ -
3000	Employee Benefits		\$ -
4000	Materials, Books, and Supplies		\$ 5,000.00
4300	Miscellaneous Supplies	\$ 5,000.00	
	Webinar, conferencing, and mailing related supplies tied to programming		
5000	Services and Other Operating Expenses		\$ 132,267.20
5000	Conference (E4C)	\$ 1,500.00	
	VI.1F Expand Outreach and build wider network across CA		
	VI.2A.2 Connect CTE TEACH to industry sector-related professional Organization for a wider network of mentors and structures for		

	professional development opportunities.		
5000	Zoom	\$ 500.00	
	VI.1D Host 5 Webinars and 1 Yearly Program Advisory		
	VI.1E Provide Technical assistance to support successful implementation of the CTE TEACH Program in Northern California		
	VI.1F Expand Outreach and build wider network across CA		
	VI.2A.1 Connect CTE TEACH to other CTSOs for a wider network of mentors and structures for professional development opportunities.		
	VI.2A.2 Connect CTE TEACH to industry sector-related professional Organization for a wider network of mentors and structures for professional development opportunities.		
5800	Program Coordinator	\$ 68,379.90	
	III. YSCTC will support 25 mentors		
	VI.1C Update TTOMs and grow CTE TEACH Mentor Group		
	VI.1D Host 5 Webinars and 1 Yearly Program Advisory		
	VI.1E Provide Technical assistance to support successful implementation of the CTE TEACH Program in Northern California		
	VI.1F Expand Outreach and build wider network across CA		
	VI.2A.1 Connect CTE TEACH to other CTSOs for a wider network of mentors and structures for professional development opportunities.		
	VI.2A.2 Connect CTE TEACH to industry sector-related professional Organization for a wider network of mentors and structures for professional development opportunities.		
	VI.2B.1 Explore the connection of Continuing Education Units to mentor and mentee programming		
	VI.3 Build reports for CDE Contract Monitor in collaboration with CRY-ROP		
5800	Program Manager	\$ 27,205.02	
	III. YSCTC will support 25 mentors		
	VI.2B.1 Explore the connection of Continuing Education Units to mentor and mentee programming		
	VI.1E Provide Technical assistance to support successful implementation of the CTE TEACH Program in Northern California		
5800	Program Support Specialist	\$ 19,682.28	
	VI.1E Provide Technical assistance to support successful implementation of the CTE TEACH Program in Northern California		

	VI.2A.1 Connect CTE TEACH to other CTSOs for a wider network of mentors and structures for professional development opportunities.		
	VI.2A.2 Connect CTE TEACH to industry sector-related professional Organization for a wider network of mentors and structures for professional development opportunities.		
	VI.3 Build reports for CDE Contract Monitor in collaboration with CRY-ROP		
5800	Mentor Stipends	\$ 15,000.00	
	Support mentees in YSCTC CTE TEACH mentoring programs		
Total Direct Costs			\$137,267.20
7000	Indirect	5.45%	\$7,481.06
	Total Contract Amount		\$144,748.26

Responsibilities – General

A. DJUSD (via YSCTC) agrees to the following:

- 1.) Provide support for administration of CTE TEACH through coordination of administrative teams in DJUSD and YSCTC offices to administer the program contract through the California Department of Education (CDE) CTE TEACH Contract guidelines and parameters.
- 2.) Provide workspace for the director and administrative assistant—including computer and fax access, telephone and office supplies, and meeting space for program activities.
- 3.) Develop, establish, and process payment for contracts with outside vendors for professional services as needed and/or required.
- 4.) Develop, establish, and process payment for contracts with personnel for professional services as needed and/or required.
- 5.) Establish and maintain accurate records and reports.
- 6.) Supply CRY-ROP and the CDE with reports and other information as requested on all matters related to program requirements and activities.
- 7.) Distribute information about CTE TEACH to current and potential district partners.
- 8.) Review CTE TEACH applications in coordination with CRY-ROP.
- 9.) Operate a Learning Management System that organizes communication and program obligations for purposes of evaluating candidates and auditing program requirements.
- 10.) Provide administrative input to assist in the monitoring accuracy of resources produced, accuracy of functionality developed, and adherence to programmatic timelines Process all purchase orders, transfers or other methods of reimbursements related to contract expenditures as agreed, and in a timely manner.

B. CRY-ROP (via CTE TEACH) agrees to the following:

- 1.) Provide contract coordination to successfully attain outcomes described in this contract.
- 2.) Provide production of identified resources as agreed upon with Lead Agency.
- 3.) Provide technical support as necessary for Lead Agency to realize full use of contracted resources.

- 4.) Provide initial support and training to principal staff members of Lead Agency as identified by Lead Agency to insure successful implementation of contracted resources.
- 5.) Lead the development of and facilitation of mentor training throughout the year in accordance with CTE TEACH programming.
- 6.) Provide an update about YSCTC's participation as a sub-contractor to its governing board, and the California Department of Education—Career & College Technical Division.

Responsibilities – Fiscal

- A. CRY-ROP, in its capacity as lead LEA for the CTE TEACH Grant Program, agrees to:
 - 1.) Manage overall fiscal responsibility for the administration of the program;
 - 2.) Invoice participant school districts according to CRY-ROP policies and procedures, to administer the CTE TEACH Grant Program.
 - 3.) Lead Agency shall pay Contractor for the costs of the services as described under Scope of Services. Contractor will invoice Lead Agency no later than June 15, 2021.
- B. YSCTC, in its capacity as subcontractor, agrees to:
 - 1.) Invoice CRY-ROP for agreed upon remittance to YSCTC as outlined under the Scope of Services.

Indemnification

To the furthest extent permitted by California law, each party shall defend, indemnify, and hold harmless the other party, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the indemnifying party. The indemnifying party shall have the right to accept or reject any legal representation that the other party proposes to defend the indemnified parties.

Termination

- A. **Without Cause by Lead Agency.** Lead Agency may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and compensate Contractor only for services satisfactorily rendered up to the date of termination (i.e., Lead Agency will compensate Contractor for services completed to date as a pro-rata amount of the full fees, costs, and expenses). Written notice by Lead Agency shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
- B. **Without Cause by Contractor.** Contractor may, upon thirty (30) days written notice, with or without reason, terminate this Agreement. Upon this termination, Lead Agency shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to Lead Agency. Contractor acknowledges that this thirty (30) day notice period is acceptable so that the Lead Agency can attempt to procure the services from another source.
- C. **With Cause by Lead Agency.** Lead Agency may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 1.) Material violation of this Agreement by the Contractor; or
 - 2.) Any act by Contractor exposing the Lead Agency to liability to others for personal injury or property damage.

Written notice by Lead Agency shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the Lead Agency may secure the required services from another consultant. If the expense, fees, and costs to the Lead Agency exceeds the cost of providing the service pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the Lead Agency upon the receipt of the Lead Agency's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Lead Agency.

- D. Upon termination, Contractor shall provide the Lead Agency with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

Notice

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to Lead Agency:		If to Contractor:	
Name:	Colton-Redlands-Yucaipa ROP/CTE TEACH	Name:	Davis Joint Unified School District
Address:	1214 Indiana Ct. Redlands, CA 92374	Address:	526 B. Street Davis, CA 95616
Attention:	Tracie Zerpoli	Attention:	Connie Best
Email:	Tracie_zerpoli@CRY-ROP.ORG	Email:	cbest@yscenter.org
Phone:	909-793-3115	Phone:	530-747-2008

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- A. **Insurance.** Each party shall procure and maintain at all times insurance with minimum limits as customary for that party's course of business.
- B. **Anti-Discrimination.** It is the policy of the Davis Joint Unified School District that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Parties agree to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and Davis Joint Unified School District Education policy.
- C. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- D. **Independent Contractor.** The Contractor, in the performance of its obligations under this Agreement, shall be and act as an independent contractor and at no time be considered the agent of the Lead Agency.
- E. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Yolo County.
- F. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- G. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- H. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

- I. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- J. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- K. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- L. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- M. **Description of Deliverable Product.** As the producer of various and diverse electronic resources, web-based and otherwise, the Contractor assures the Lead Agency of the development and hosting of all associated resources, tools, technical work product, and data that accompany the contracted terms of service in this given project. The Contractor will retain rights to said resources, tools, technical work product, and data in a nonexclusive arrangement with the external contracting Lead Agency unless identified otherwise in the terms of this contract. At that time, in which the terms of service associated with a project have concluded or the right to terminate a contract has been exercised per MOU item "Termination", the Contractor will retain a full functioning copy of said resources, tools, technical work product, and data associated with the related project to be hosted and maintained locally at the discretion of the Contractor. As per this agreement, all original resources, content and data associated with the respective project will be owned and hosted by the Contractor.
- N. **Content Copyright and Licensing.** Copyright of the original content and resources provided by the Lead Agency is held solely by the Lead Agency, and the Contractor makes no claims on these materials. Copyright to any code, design and content elements on the site, including custom graphics, text and design layout, is held by the Contractor. Copyright of specialized applications, portlets, and any other executable code developed by Contractor will be retained by the Contractor throughout the project and afterwards. The Lead Agency has the option of negotiating a new contract to extend the licensing options for other user populations at any point or for extended years beyond the terms of this agreement.

The Agreed Service Amount between the
 Davis Joint Unified School District (via YSCTC)
 And
 Colton-Redlands-Yucaipa Regional Occupational Program
 = \$ 144,748.26

Signatures of Authorized Officials

 Signature

Tracie Zerpoli
 Printed Name

 Superintendent

Title

Tracie_zerpoli@cry-rop.org
 Email

 Colton-Redlands-Yucaipa ROP

Organization

 Signature

Matt Best
 Printed Name

 Deputy Superintendent

Title

mbest@djUSD.net
 Email

 Davis Joint Unified School District

Organization