



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 **implement STREAM grant goals and Objectives**.
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2016.
- PAYMENT:** The DJUSD will receive \$150,000 based on a cost-reimbursement model to implement STREAM grant goals and objectives.

SCOPE OF SERVICES:

- A. The YCOE shall:
- Provide leadership and support to NCSPC partners
 - Promote the vision and sustainability of the NCSPC pathway programs and provide dedicated staff charged with developing and supporting NCSPC career pathways
 - Develop a formal decision-making structure including identifying key leaders from education and each industry sector
 - Commit to participate in statewide CCPT Network meetings, and to become members of a virtual learning community to share expertise and experiences on the development of career pathway programs, as well as pertinent resources, tools, and strategies
 - Commit to maximize available funding streams (in addition to grant funding), to support the needs of all participating students; leverage, connect, and build upon existing investments in education and workforce development
 - With the assistance of Industry Sector Coordinators (ISC's), districts, and business partners, develop standards for Work-based Learning (WBL) activities as well as curriculum that ensures student and teacher readiness for WBL activities
 - With the assistance of districts, ISC's, and business partners, develop and implement a seamless career readiness certification program aligned to regional business and educational needs and standards
 - Create a formal request system for student WBL opportunities and a system for communicating these requests to the business partners

- Coordinate sector meetings that allow secondary, post-secondary, community and industry partners to network and learn from each other
- Convene K-12, Community College, industry and other critical partners to facilitate the development of innovative courses to be used by NCSPC teachers that will ensure effective programs of study aligned to the seven NCSPC sectors, meet district guidelines and graduation requirements, as well as, articulation, dual enrollment, and/or UC a-g approval
- Coordinate the development and implementation of curriculum and industry assessments to be used by NCSPC teachers that integrates STREAM, Career Readiness, Entrepreneurship, academic/technical knowledge, skills and standards across all NCSPC sectors
- Coordinate professional development for district and school staff aligned to pathway development, curriculum integration, data driven instruction, and innovative teaching methods
- Submit budget changes, a yearly expenditure report, a yearly progress report and one end of project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met, within the timelines outlined in the grant
- Develop and coordinate a system of Regional Advisory Committees composed of industry professionals, Deputy Sector Navigators, Industry Sector Coordinators, NCSPC Coordinators and NCSPC Leadership
- Register and upload data to Cal-PASS Plus to facilitate secure data collection; develop of a regional student information system to support the data requirements of the CCPT grant
- With the assistance of the Yuba Community College District, develop regional blended learning cohorts

B. The DJUSD shall:

- Implement and sustain the NCSPC pathways by providing leadership, funding, staffing, facilities and additional supports required to develop and sustain high quality pathways for the four year term of the grant
- Register for Cal-PASS+ to facilitate secure data collection
- Allocate NCSPC funds according to the SCSOS approved spending plan
- Assign of at least one certificated or classified staff person to process and report relevant budget and program activities including semi-annual reports to NCSPC
- Participate in at least 80% of NCSPC collaboration opportunities such as professional development, governance, sector meetings, post-secondary and industry agreements
- Recruit, enroll and support, by pathway, students that are broadly representative of the overall school population, including students with special needs
- Work with the NCSPC pathway workgroups to establish opportunities for all students to:
 - Complete approved community college courses while enrolled in high school
 - Participate in developmentally appropriate WBL experiences to expand career and postsecondary awareness

- Develop personal characteristics and skill sets which are required for success in the workplace
- Between June 30, 2014 and June 30, 2019 develop funding streams (in addition to CCPT funding), to sustain the progress of district pathways as evidenced by the inclusion of pathway funding in the district LCAP
- Assign at least one ELA and/or Math coach or lead teacher to assist in the development and implementation of an integrated academic and technical curricula aligned with CCSS for each CCPT pathway over the course of the CCPT funding cycle
- Assign at least one certificated or classified staff person to collect, organize, and report relevant data to the NCSPC Research Team
- Assign of at least one counselor, administrator or support staff person for outreach and assistance in identifying and enrolling students in each CCPT pathway
- Allow NCSPC staff access to pathway recruits and enrolled students for data collection/reporting, relevant assessments, WBL preparation and WBL placements

C. Budget Controls:

- Prior approval from CDE must be obtained for any capital outlay or equipment replacement purchases greater than \$500 per CCPT guidelines; An inventory of assets per CCPT guidelines must be maintained for all capital outlay, and other purchases costing \$500 or more each; All portable computing devices (tablets, printers, etc.) regardless of price, must also be inventoried
- Budget transfers between budget categories must be approved by YCOE; Expenditure of funds in anticipation of approval is not permitted.
- The District agrees to develop, complete and maintain all relevant records related to the allotment received and program supporting the purpose of NCSPC career pathways; Documentation must be kept in accordance with standard guidelines followed for all federal and/or state funded programs; Accounting statements, forms and related records shall be subject to audit by the grant fiscal agent, Sutter County Superintendent of Schools; Audit findings caused by the District's failure to comply with the SCSOS and NCSPC policies and procedures and/or California education codes are the sole responsibility of the District
- Districts shall submit a mid-year invoice for reimbursement of actual expenditures from July 1, 2015 – December 31, 2015 which is due January 15, 2016; Districts may submit a 2nd invoice for reimbursement of actual expenditures from January 1, 2016 – March 31, 2016 which is due April 15, 2016; Districts shall submit a 3rd invoice for reimbursement with the balance due payable upon receipt of a final accounting statement showing all actual expenditures within sixty days of the close of the 2015-2016 school year. This accounting statement shall accompany the final invoice from the District. Funds are allowed to roll over.
- In the event the funding SCSOS receives from the State of California is reduced, deferred, or otherwise delayed, a deficit factor to all final reimbursements may be applied; The deficit factor applied will be determined by SCSOS and NCSPC leadership

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

To DJUSD: **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 **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

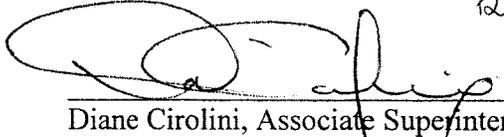
Davis Joint Unified School District



Lori Perez, Director, College & Career Date
12/7/15
Readiness



Winfred Roberson, Superintendent



Diane Cirolini, Associate Superintendent Date
12/8/15

Date 12-10-15