

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

**BRIEF DESCRIPTION OF CONTRACT:** The purpose of this MOU is to enable the YCOE and DJUSD to implement the goals and objectives of the California Career Pathways Trust Grant, STREAM (Science, Technology Research, Engineering, Arts and Math). The term of this agreement is until June 30, 2019.

**FISCAL IMPACT:** DJUSD is will receive a total of \$252,000.



## 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, 2019**
- PAYMENT:** The **DJUSD** will receive a total of \$252,000 based on a cost-reimbursement model to implement STREAM grant goals and objectives. This amount is the total allocation for the STREAM grant and does not reflect if invoices were received and paid from July 2015 through current.

### 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:

- Fully implement and sustain the NCSPC pathways by providing leadership, funding, staffing, facilities and additional supports required to develop and sustain high quality pathways
- 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 \$5000 per CCPT guidelines; An inventory of assets per CCPT guidelines must be maintained for all capital outlay, and other purchases costing \$5000 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 – December 31 of the current fiscal year. This invoice is due January 31<sup>st</sup> of the current fiscal year. Districts shall submit a 2<sup>nd</sup> invoice for reimbursement of actual expenditures from January 1 – June 30 of the current fiscal year. This invoice is due by July 15<sup>th</sup>. Invoices must include backup documentation of all expenditures including itemized receipts. Funds are allowed to roll over through April 30<sup>th</sup>, 2019 but must be approved by the YCOE College and Career Readiness Director.
- 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

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

The **DJUSD** will certify that any of their employees coming into contact with students have been fingerprinted, have a valid TB test, and will complete Mandated Reporter Training by submitting signatures on Exhibits A, B and C with the MOU. **DJUSD** employees given authorization to utilize YCOE technological resources will also agree to follow YCOE Employee Use of Technology Policy and Employee Acceptable Technology Use Agreement (EATUA) by submitting signatures on Exhibit D and EATUA.

**(EXHIBITS A, B, C & D 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 <b>DJUSD</b> :	<b>Davis Joint Unified School District</b> <b>526 B Street</b> <b>Davis, CA 95616</b>
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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**

\_\_\_\_\_  
Signature



Lori Perez, Director, College & Career

Date: 12-15-17

\_\_\_\_\_  
Signature



Bruce E. Colby,

Chief Business Officer, DJUSD

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

\_\_\_\_\_  
Signature



Tamara Ethier, Associate Superintendent

Date: 1/31/18



## EXHIBIT A

### CERTIFICATION OF CRIMINAL BACKGROUND CHECK

**Davis Joint Unified School District** certifies that pursuant to Education Code section 45125.1, it has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the **Yolo County Office of Education**, pursuant to the Agreement dated 12-15-17, and that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7© and 667.5©, respectively.

I further certify that if an employee providing services to the **Yolo County Office of Education** is subsequently convicted of a serious or violent felony, as specified, that employee will immediately cease performing services for the **Yolo County Office of Education**, and that I will immediately provide notice to the **Yolo County Office of Education** of the conviction.

As further required by Education Code section 45125.1, attached hereto as Exhibit "A" is a list of the names of the employees of the undersigned who may come in contact with pupils/staff at Yolo County Office of Education sites. At any point in time of this agreement an updated list will be provided if any changes, additions or deletions are made.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

A handwritten signature in black ink, appearing to be "J. S.", written over a horizontal line.

Signature/Title/Agency

Date





## EXHIBIT B

### CERTIFICATION OF TB TESTING

The **Davis Joint Unified School District** hereby certifies that it follows the provisions under California Education Code 49406 Examination for Tuberculosis including requiring new employees to submit an examination within 60 days of hire date to determine that he or she is free of active tuberculosis and testing thereafter at least once every four years.

Attached is a list of names of employees who may come in contact with pupils/staff at Yolo County Office of Education sites. At any point in time proof of examination will be provided upon request by Yolo County Office of Education.

A handwritten signature in black ink, appearing to be "JL" followed by a long horizontal stroke.

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Signature/Title/Agency

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Date

9/2016



## EXHIBIT C

### CERTIFICATION OF MANDATED REPORTER TRAINING


The **Davis Joint Unified School District** hereby certifies that pursuant to AB 1432, it will require all employees providing services to the Yolo County Office of Education to complete the Child Abuse/Mandated Reporting training prior to providing services and annually thereafter at the start of each school year.

The goal is for mandated reporters to have the appropriate knowledge and understanding of their responsibilities under the Child Abuse and Neglect Reporting Law (CANRA), Penal Code (PC sections 11164-11174.3).

The State Department of Social Services has developed a free online training at [www.mandatedreporterca.com/training/educators.htm](http://www.mandatedreporterca.com/training/educators.htm) that will satisfy the requirements of AB 1432.

Employees must submit proof of completion of training to the Yolo County Office of Education prior to providing services.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature/Title/Agency

\_\_\_\_\_  
Date



## EXHIBIT D

### CERTIFICATION OF USE OF TECHNOLOGY

The **Davis Joint Unified School District** hereby certifies that pursuant to the Yolo County Office of Education's Superintendent Policy 4040(a) and Administrative Regulation 4040(a), it will require all employees to read, understand and abide by the attached Employee Acceptable Use Agreement (Technology).

Employees who may be given authorization to technological resources that will assist them in the performance of their job responsibilities must sign and submit the Employee Acceptable Use Agreement to the Yolo County Office of Education prior to providing services.

  
\_\_\_\_\_  
Signature/Title/Agency

\_\_\_\_\_  
Date

9/2016