

## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and **Daily Reporting Center (DRC), Yolo County Probation Department.**

**PURPOSE:** The purpose of this M.O.U. is to enable the YCOE and **the DRC** to provide GED Preparation for students at the DRC site.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of **May 1st, 2014 – June 4<sup>th</sup>, 2015** or unless terminated earlier under the terms of this agreement as listed in the TERMINATION/SUSPENSION section.

**PAYMENT:** YCOE will provide **DRC** with a detailed invoice monthly. DRC will pay the invoice within 30 days. The cost shall not exceed \$70,286 as noted in attachment.

### SCOPE OF SERVICES:

A. Yolo County Office of Education:

- Recruit, hire and train a .60 FTE teacher (4.2 hrs.) for 257 days (182 plus 75 days) to implement the GED Program Preparation for Adult Students at the Daily Reporting Center, Yolo County Probation Department.
- YCOE administrator and teacher will work closely with DRC Director and staff to facilitate smooth delivery of programs and services (GED Preparation).
- Work closely with the DRC Director to ensure objectives and feedback is received timely.
- Evaluate instructor in accordance with YCOE's YEA contract.

B. The DRC shall provide:

- Provide logistical support (office space, infrastructure, computer, preparation space)
- Will provide supplies needed for individual and group activities.
- Will keep accurate records of services rendered on site

## **INSURANCE:**

During the term of this M.O.U., YCOE shall provide to **DRC**, and **DRC** 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 **DRC**, and **DRC** 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 **DRC** 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 **DRC** 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, **DRC** 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 **DRC**, its officers, agents or employees.
- C. It is the intent of the YCOE and **DRC** 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 **DRC** 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 **DRC** 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:**

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 **DRC:**

Daily Reporting Center  
Yolo County Probation  
2780 E Gibson Rd,  
Woodland, CA 95776

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between YCOE and **DRC**, 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 **DRC**.

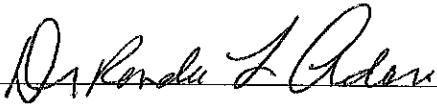
**REPRESENTATION OF AUTHORITY:**

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 **DRC** have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

**Daily Reporting Center**

  
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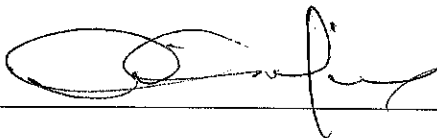
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Dr. Ronda Adams, Associate Superintendent

Brent D. Cardall, Yolo County Probation

Date: 4.2.14

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

  
\_\_\_\_\_

Diane Cirolini, Associate Superintendent  
Yolo County Office of Education

Date: 4/2/14

**ATTACHMENT 1.**

**GED Instructor Computation**

**May 1, 2014 – Aug 15, 2014 (75 days)**

<b>Salary:</b>	<b>\$15,147</b>
<b>Benefits:</b>	<b>\$ 3,253</b>
<b>Indirect cost at 10.54%:</b>	<b><u>\$ 1,939</u></b>
<b><u>Total:</u></b>	<b><u>\$20,339</u></b>

**Aug 18, 2014 – June 4, 2014 (182 days)**

<b>Salary:</b>	<b>\$36,757</b>
<b>Benefits:</b>	<b>\$ 8,633</b>
<b>Indirect cost at 10.04%:</b>	<b><u>\$ 4,557</u></b>
<b><u>Total:</u></b>	<b><u>\$49,947</u></b>

**Estimated total cost: \$70,286**