



MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and the County of Yolo, a political subdivision of the State of California, on behalf of the Yolo County Probation Department (YCPD).
- PURPOSE:** The purpose of this M.O.U. is to enable YCOE and YCPD to provide GED Preparation for students at the Yolo County Day Reporting Center (DRC) site.
- TERM:** This M.O.U. shall become effective upon execution by both parties and shall cover the two-year period of July 1, 2016 – June 30, 2018 or unless terminated earlier under the terms set forth below in the TERMINATION/SUSPENSION section.
- PAYMENT:** YCOE will provide YCPD with a detailed invoice at the end of each semester. YCPD will pay the invoice within thirty (30) days of receipt. The costs shall be in accordance with the GED Instructor Computation attached to and incorporated into this M.O.U. as Attachment I, and not exceed \$80,724.00 for Fiscal Year 2016/17, and \$84,138.00 for Fiscal Year 2017/18.

I. SCOPE OF SERVICES:

A. Yolo County Office of Education (YCOE):

1. Recruit, hire, train and supervise a .60 FTE (4.2 hrs.) teacher for 240 days (182 plus 58 days) per Fiscal Year to implement a GED preparation program for adult students at the DRC site.
2. YCOE administrator and teacher will work closely with DRC director(s) and staff to facilitate smooth delivery of GED preparation program and services.
3. Work closely with other DRC service providers to ensure objectives are accomplished and feedback received in a timely manner.
4. Evaluate instructor in accordance with YCOE's Yolo Education Association contract.

B. Performance Measures. YCOE will have:

1. Worked with 100% of case managers at DRC to serve eligible clients.

2. Increased literacy measures by at least 50%.
3. Increased mathematics comprehension by at least 50%.
4. Provide all appropriate tracking information as requested by the Day Reporting Center Provider (Sacramento County Office of Education) to inform reporting measures for the DRC

II. INSURANCE:

During the term of this M.O.U., YCOE shall provide to YCPD 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 YCPD, with a written endorsement naming YCPD, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by YCPD 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.

III. INDEMNIFICATION:

- A. Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- B. It is the intent of YCOE and YCPD that where negligence or responsibility for any harm to persons 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.
- C. YCOE and YCPD agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this M.O.U. within ten (10) calendar days of such determination. YCOE and YCPD further agree to cooperate in the defense of any such actions. Nothing in this M.O.U. shall establish a standard of care for or create any legal right for any person not a party to this M.O.U.

IV. TERMINATION/SUSPENSION:

This M.O.U. may be terminated by either party, at any time, with or without cause, upon 30 days written notice from one to the other

V. NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the notice 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 YCPD: Yolo County Probation Department
2780 E Gibson Rd,
Woodland, CA 95776

VI. INTEGRATION:

This M.O.U. represents the entire agreement between YCOE and YCPD pertaining to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

VII. AMENDMENTS:

This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of YCOE and YCPD.

VIII. NO BUSINESS RELATIONSHIP:

Nothing contained in this M.O.U. shall be construed to constitute the parties as partners, joint venturers, joint employers, co-owners, agents or otherwise as participants in a joint or common undertaking.

IX. 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 YCPD have executed this M.O.U. as of the date first above written.

YOLO COUNTY OFFICE OF EDUCATION

YOLO COUNTY PROBATION
DEPARTMENT

Lori Perez, Director, College & Career Readiness

Date: _____

Brent D. Cardall, Yolo County Probation

Date: _____

Diane Cirolini, Associate Superintendent

Date: _____

Jim Provenza, Chair
Yolo County Board of Supervisors

Date: _____

Philip Pogledich, Yolo County Counsel

Date: _____

ATTACHMENT 1.

GED Instructor Computation

July 1, 2016 – June 30, 2017 (240 days)

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|--|--------------------|
| Salary: | \$51,993.00 |
| Benefits: | \$13,351.00 |
| Mileage to W. Sac: | \$1,500.00 |
| Training, Supervision & Support (5%): | \$ 6,555.00 |
| Indirect cost at 9.98%: | \$ 7,325.00 |
| Total: | \$80,724.00 |

July 1, 2017– June 30, 2018 (240 days)

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|--|--------------------|
| Salary: | \$53,552.00 |
| Benefits: | \$14,618.00 |
| Mileage to W. Sac: | \$1,500.00 |
| Training, Supervision & Support (5%): | \$6,819.00 |
| Indirect cost at 10.00%: | \$7,649.00 |
| Total: | \$84,138.00 |

Estimated total cost for both years: \$164,862.00