



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Yolo County Office of Education (YCOE) and County of Yolo (COUNTY), a political subdivision of the State of California.

**PURPOSE:** The purpose of this M.O.U. is to provide educational services to all detained youth enrolled in Dan Jacob's Court School for both the Yolo County detained youth and the Office of Refugee Resettlement (ORR) program at the Yolo County Juvenile Detention Facility ("JDF") through a collaborative partnership with Yolo County detention staff and the YCOE educational staff. Revenue received from the COUNTY per this agreement will allow the YCOE to operate an educational program at the JDF.

The provisions put forth in this M.O.U. are necessary for the following reasons:

- a) YCOE is required to offer educational services to youth detained in the Yolo County Juvenile Detention Facility.
- b) Enrollment numbers of youth in the ORR and Yolo programs are unpredictable and inconsistent.
- c) Safety and security concerns for all involved staff.
- d) Possible liability to the County Office of Education and the County.
- e) YCOE must maintain fiscal solvency.
- f) Operation of up to two (2) classrooms is required to serve up to 24 ORR youth and one (1) classroom required to serve up to 15 Yolo County youth served through collaborative planning.
- g) Ensure the ORR youth and Yolo youth receive quality education at the Yolo County JDF.

The terms of this agreement allow YCOE to operate up to two (2) ORR youth classrooms and one (1) Yolo youth classroom.

**AUTHORITY:** This M.O.U. is entered into by and between the parties in exercise of the authority set forth in California Code of Regulations Title 15, Welfare and Institutions Code sections 300, 601, 602, and 654, and Education Code sections 1980-1986.

**TERM:** This M.O.U. shall become effective on August 13, 2019 and shall continue until the end of the 2020 Extended School Year.

**PAYMENT:** YCOE shall provide the 2019/20 services and/or materials called for under this agreement, in exchange for payment of educational program expenses less Local Control Funding Formula (LCFF) apportionment earned for the students enrolled in the classroom(s) that are operated pursuant to this agreement (see Attachment A). YCOE shall be paid for services satisfactorily rendered based upon invoices submitted twice each fiscal year.

**SCOPE OF SERVICES AND COMPENSATION:**

**A. The YCOE shall:**

1. Hire, train, and support a 1.0 FTE teacher and a .75 FTE para-educator for each classroom.
2. Provision of the education program at Dan Jacobs will include administration e.g., site administration, technology specialist, English language development testing/academic support, and academic counseling. Further, services will include supplemental academic experiences e.g., UC Davis Sacramento Area Youth Speaks (SAYS), the Center for Fathers and Families, and Brown Issues to ensure quality of the educational program for youth in the ORR and Yolo Programs.
3. Work collaboratively with the County to implement education and other services on behalf of youth in the ORR and Yolo programs. The self-study to the Western Association of Schools and Colleges (WASC) and Local Control Accountability Plan (LCAP) are attached to and incorporated into this M.O.U. and provide greater details.
4. In order to facilitate discharge and/or less restrictive placements of ORR and Yolo youth, promptly share enrollment and attendance records, progress reports, Individual Learning Plans (ILP), and QIA assessments with the County as requested by ORR and Yolo programs staff.
5. As YCOE and the County recognize the employing of Spanish bilingual and bicultural staff in the ORR program, use the best efforts to recruit and retain bilingual classroom staff for both ORR classrooms. In the event that YCOE is unable to provide Spanish bilingual educators, YCOE and County will meet and confer to identify barriers and work collaboratively to achieve the mutual goal of bilingual education.
6. Prepare and invoice for services described in the M.O.U. twice during the term of the MOU. An invoice for services should be generated in January and again in June.

**B. The COUNTY shall:**

1. Work collaboratively with YCOE to implement education and other services on behalf of youth in the ORR and Yolo programs.
2. Make payment to YCOE within 30 days of receipt of invoices.

3. Notify YCOE in writing should the contracted number of youth served in the ORR program increase or decrease OR if the ORR contract is terminated during the term of the M.O.U.
4. Notify YCOE in writing by December 2019 if the contract between Yolo County and the Office of Refugee Resettlement will be decreased OR terminated effective January 31, 2020 or later.
5. In the event that the ORR contract or Youth Detention Program is terminated or COUNTY terminates this M.O.U. pursuant to the termination section below, COUNTY will compensate YCOE for educational program costs for the full fiscal year less previously invoiced amounts for the same fiscal year less LCFF apportionment earned.
6. In the event that the ORR contract or Youth Detention Program is terminated or COUNTY terminates this M.O.U. pursuant to the termination section below YCOE and COUNTY shall work collaboratively to distribute educational resources/services for the remainder of the fiscal year.
7. In order to facilitate school enrollment, academic planning, and/or transfer to a new educational program, promptly share complete, individual educational records, to the extent the COUNTY has such records, or request such records from ORR, e.g., school enrollment history, prior academic assessments, prior academic progress, and pertinent medical and mental health documentation, as allowed by law, with YCOE administrative staff for each youth enrolled in the ORR program.

#### **COLLABORATION:**

YCOE and COUNTY leadership will work collaboratively to identify practices to best assure quality service delivery that optimizes success of the youth, including means such as Student Study Team, case management conferences and annual ORR updates by COUNTY to YCOE on topics such as programmatic changes, demographics, outcomes, and expansion or reduction of educational services required (e.g. B6).

#### **INSURANCE:**

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

Garth Lewis, Superintendent  
Yolo County Office of Education  
1280 Santa Anita Court, Suite 100  
Woodland, CA 95776-6127

To COUNTY

Patrick S. Blacklock, County Administrator  
Yolo County  
625 Court Street, Room 202  
Woodland, CA 95695

**AMENDMENT:**

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

**STATUS OF PARTIES:**

- A. It is understood and agreed by the parties that each is an independent contractor and that no relationship of employer-employee exists between the County and YCOE. Neither YCOE nor YCOE's assigned personnel shall be entitled to any benefits payable to employees of the county, and neither the County nor the County's assigned personnel shall be entitled to any benefits payable to employees of the YCOE. YCOE and the County hereby indemnifies and holds each other harmless from any and all third party claims that may be made against each other based upon any contention by any third party that an employer-employee relationship exists by reason of this M.O.U. or any services provided pursuant to the M.O.U.
- B. It is further understood and agreed by the parties that neither YCOE nor YCOE's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever, and neither the County nor the County's assigned personnel shall have any right to act on behalf of the YCOE in any capacity whatsoever as an agent or to bind the YCOE to any obligation whatsoever.
- C. It is further understood and agreed by the parties that both YCOE and the County must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms; for their own assigned personnel.

**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 COUNTY have executed this M.O.U. as of the last date written below.

YOLO COUNTY OFFICE OF EDUCATION

YOLO COUNTY

\_\_\_\_\_  
Garth Lewis, Superintendent

\_\_\_\_\_  
County Administrator

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

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