

MEMORANDUM OF UNDERSTANDING

Contra Costa County Office of Education Regional Occupational/Career Technical Education Program

Introduction:

The parties to this agreement recognize the educational value of regional occupational and career technical education course work. Changes in the education funding model brought about a shift in the method of financing ROP/CTE programs. This memorandum outlines the new shared responsibility between the Contra Costa County Superintendent of Schools (CCCOE) and the Mt. Diablo Unified School District (District).

The term of this contract is the District 2014-15 school year, unless sooner terminated as provided herein.

Responsibilities:

1. The District shall select and assign the teachers who will instruct the ROP/CTE class(es). The District will supervise the instructor. The CCCOE and the District agree to work together to ensure the quality and credentials of all assigned ROP/CTE teachers.
2. The CCCOE agrees to pay the District \$501,068 for the CCCOE share of direct costs (see attached ROP/CTE Grade Span Analysis worksheet) and an additional \$30,000 for two sections approved by the CCCOE for a total of \$531,068. Payment will be made in two installments with 50 percent paid in January and 50 percent paid in June for instructor's salary, fringe benefits, substitutes, and other expenses for the operation of the ROP/CTE program. The District agrees to use these funds along with whatever District contribution may be necessary to provide for the ROP/CTE classes identified in Appendix A: Program Schedule.
3. Any equipment paid for by the CCCOE and provided to District for use in the ROP/CTE classes shall remain the property of the CCCOE. In the 2014-15 fiscal year, the CCCOE agrees to provide all required ROP/CTE supplies and equipment as it has historically.
4. The District shall:
 - a. Provide the teacher and students with a safe work environment.
 - b. Will replace lost or stolen equipment at the depreciated value. If the equipment is leased, the lessor will replace the equipment as stated in a lease contract. This provision will apply only when District approved the placement of said equipment.
 - c. Operate the class in accordance with policies and procedures in accordance with state and federal laws and sound educational practice.
5. The CCCOE shall:
 - a. Provide in-service training to District ROP/CTE teachers on addressing CCCOE policies, Education Code and Title V, California Code of Regulations guidelines governing ROP/CTE programs.
6. Indemnification:
 - a. District shall defend, save harmless and indemnify CCCOE and CCCOE Board, their agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or

property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of District hereunder, resulting from the conduct, negligent or otherwise, of District, its agents or employees.

- b. The CCCOE shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of CCCOE hereunder, resulting from the conduct, negligent or otherwise, of CCCOE and their agents or employees.

7. Insurance

During the entire term of the Agreement and any extension or modification thereof, the District shall keep in effect insurance policies meeting the following requirements:

a. Liability Insurance

The District shall provide a policy or policies of comprehensive liability insurance, including coverage for owned and non-owned automobiles, naming the CCCOE and CCCOE Board and their officers and employees as additional insured, with a minimum single limit coverage of \$1,000,000 for all damages because of bodily injury, sickness or disease, or death to any person and damage to or destruction of property, including the loss of use thereof, arising from each accident or occurrence.

b. Additional Provisions

The policies shall include a provision for thirty (30) days written notice to the CCCOE before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance for the CCCOE, CCCOE Board, their officers, agents and employees, so that other insurance policies held by them shall not be required to contribute to any loss covered under District's insurance policy or policies. Not later than the effective date of this contract, the District shall provide the CCCOE with a certificate(s) of insurance evidencing the above liability insurance.

8. This agreement may be modified or amended by a written document executed by the Associate Superintendent, Business and Administrative Services, on behalf of CCCOE and by the authorized individual on behalf of District.
9. This agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
10. This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
11. The District shall be subject to and comply with all federal, state and local laws and regulations applicable with respect to its performance under this contract, including but not limited to licensing, employment, and purchasing practices, and wages and hours and conditions of employment, including non-discrimination.
12. District agrees that all goods and services under this contract shall be available to all qualified persons regardless of age, sex, race, religion, color, national origin, ethnic background or disability, and that none shall be used in whole or in part, for religious worship or instruction.

MEMORANDUM OF UNDERSTANDING
2014-2015
FOR PARTNERING SCHOOL DISTRICTS

APPENDIX A: PROGRAM SCHEDULE

A. The **CCCOE** and the **Mt. Diablo Unified School District** agree to offer the following ROP classes, taught by the listed instructors, at the schools specified during the 2014-15 school year:

i. College Park High School

1. Advanced Communications Media - 1 Section - Renaud
2. Advanced Photography- 1 Section - Kennedy
3. Intro to Law – 1 Section – Budge
4. Sports Medicine – 2 Sections – Douex
5. Medical Interventions (PLTW) – 1 section – Douex

Total Sections: 6

ii. Concord High School

1. Advanced Photography - 1 Section - Gohler
2. Auto Technology - 2 Sections - Wharton
3. Biotechnology- 2 Sections - Liu
4. Civil Engineering & Architecture – 1 Section – Trowbridge
5. Commercial Art – 1 Section – Dean
6. Computer Applications – 2 Sections – Harris
7. Computerized Accounting – 1 Section – Harris
8. Construction Technology – 1 Section – Trowbridge
9. Robotics – 1 Section – Smidebush

Total Sections : 12

iii. Mt. Diablo High School

1. Biotechnology - 1 Section - Jones
2. Accelerated Bioscience Research- 2 Sections - Jones
3. Civil Engineering & Architecture- 1 Section - Rosenbaum
4. Commercial Baking - 2 Sections – Allen
5. Construction Technology – 1 Section – Seaman
6. Nutrition & Wellness – 2 Sections – Gershen
7. Restaurant Occupations – 2 Sections – Fuller

Total Sections: 11

iv. Northgate High School

1. Advanced Photography - 1 Section - Moore
2. Careers in Teaching- 1 Section - Marek
3. Journalism- 1 Section - Jenkins

4. Principles of Engineering- 1 Section - Lyons
 5. Sports Medicine – 4 Sections – Barker
 6. Veterinary Science – 1 Section – Scott
 7. AP Computer Science – 2 Sections – McGill
- Total Sections: 11**

v. Ygnacio Valley High School

1. Biotechnology - 1 Section - Fletcher
 2. Careers in Teaching- 2 Sections - Palmer
 3. Careers in Teaching Internships- 1 Section – Palmer
 4. Sports Medicine – 1 Section – Cooper
 5. Advanced Photography – 1 Section – Nickerson
 6. Computer Art & Animation – 1 Section - Nickerson
- Total Sections: 7**

MDUSD Total Sections: 47

These signatures attest to the parties' agreement hereto:

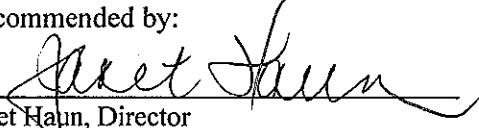
Contra Costa County Superintendent of Schools

Mt. Diablo Unified School District

Bill Clark, Associate Superintendent Date

Authorized Signature Date

Recommended by:



Janet Haun, Director
Student Programs

Title

Pamela Comfort, Ed.D., Associate Superintendent

**CCCOE
 ROP/CTE Grade Span Analysis
 Assumes District's Annual Grade Span Adjustment and LCFF Gap Percentage**

Districts	2013-14 BMA Contracts	Supplies and Services	Total CCCOE ROP Budget (Direct Costs)	2013-14 District Support	2014-15 District Support	2015-16 District Support	2016-17 District Support	2017-18 District Support	2018-19 District Support	2019-20 District Support	District Target Grade Span Funding
Mt. Diablo School District	649,026	66,155	717,181	-	216,113	524,161	717,181	717,181	717,181	717,181	1,757,941
District Share CCCOE Share				\$ 717,181	\$ 216,113	\$ 524,161	\$ 717,181	\$ 717,181	\$ 717,181	\$ 717,181	
CCCOE Program Administration, Hardware and Attendance Support				277,278	501,068	193,020	-	-	-	-	
Total ROP/CTE Budget				\$ 994,459	\$ 997,136	\$ 717,181	\$ 717,181	\$ 717,181	\$ 717,181	\$ 717,181	