

**Contra Costa County Office of Education
California Career Pathways Trust
Memorandum of Understanding - Revised**

The California Legislature passed and the Governor signed into law Assembly Bill (AB) 86, Chapter 48, Statutes of 2013, creating the California Career Pathways Trust (CPT).

The CPT must identify an agency/fiscal agent which will receive and administer the grant funds and submit the required reports to account for the use of grant funds and will be responsible for the performance of any services provided through funds awarded under this grant by the partners, consultants, or other organizations. The Contra Costa County Office of Education is pleased to serve as the CPT fiscal agent.

1 PARTIES

The **Las Positas College (Partner)** and the **Contra Costa County Office of Education (CCCOE)** hereby agree to the following:

2 TERM

The effective date of this Memorandum of Understanding (MOU) is July 1, 2014, and ending June 30, 2019, unless sooner terminated as provided herein.

3 TERMINATION

This MOU may be terminated by either party upon thirty (30) days advance written notice thereof to the other party and may be canceled immediately by written mutual consent.

4 SERVICES AND OBLIGATIONS

CCCOE and Partner shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

A. Partner's Obligations

1. General Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career

Build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment

2. Requirements for Communication and Reporting

The Partner shall be required to submit an itemized invoice, and fiscal and progress reports.

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

The Partner shall provide yearly progress reports and data to the CCCOE to enable timely and complete submission to the state. CCCOE is required to submit yearly progress reports and one end of project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. The fiscal agent/applicant for the partnership/consortium is responsible for submitting all data required by the CDE

3. Reporting Timeline and Monitoring

The Partner must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by the Partner to the CCCOE by June 30 of each program year:

Year 1 (2014–15):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2015–16):

- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2016–17):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 4 (2017–18):

- Input student data
- Track student progress
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

4. Partner Reporting Requirements to the California Department of Education

The Partner shall submit reports for the California Department of Education to the CCCOE as follows:

Due Date	Item
<i>July 1, 2014</i>	<i>Grant Award Notification Signed by Grantees</i>
August 31, 2015	2014–15 PY Expenditure Report and Progress Report
August 31, 2016	2015–16 PY Expenditure Report and Progress Report
August 31, 2017	2016–17 PY Expenditure Report and Progress Report
August 31, 2018	2017–18 PY Final Expenditure and End of Project Report

5. Document Retention

The Partner shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used. The Partner must make these documents available for inspection and copying by authorized representatives for the CCCOE.

5 ALLOWABLE COSTS AND PAYMENT

A. Schedule of Payments

The CCCOE shall pay the Partner according to Exhibit A—Budget and Payment Schedule.

B. Payments Withheld

The CCCOE may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect CCCOE from failure to meet the requirements of the CPT and or this MOU.

6 INDEMNIFICATION

Each party agrees to defend, indemnify, and hold harmless the other party (or parties) and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful

misconduct, or omission of the other party (or parties), its officers, agents or employees in connect with or arising from or out of the performance of this MOU.

7 **COMPLIANCE WITH LAWS AND CERTIFICATIONS**

The Partner shall fully comply with all laws, regulations, and other legal requirements applicable to CPT and this MOU. Applicable documents are referenced in Exhibit B of this MOU.

8 **FINANCIAL RECORDS, AND NOTICE**

The Partner shall keep accurate and complete accounting records concerning performance of the MOU in accordance with state guidelines, and generally recognized accounting principles and practices consistently applied. The Partner must make these documents available for inspection and copying by authorized representatives for the CCCOE.

9 **AMENDMENTS**

This MOU may be modified or amended by a written document executed by the parties hereto.

10 **ENTIRE AGREEMENT**

This MOU 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 MOU shall be deemed to exist or to bind any of the parties hereto.

11 **CHOICE OF LAW AND PERSONAL JURISDICTION**

a. This MOU is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this MOU must be instituted and prosecuted in the courts of Contra Costa County, State of California.

12 **WORKERS COMPENSATION**

Partner must provide worker's compensation insurance coverage for its employees.

13 **NO THIRD-PARTY BENEFICIARIES**

Nothing in this MOU may be construed to create, and the parties do not intend to create, any rights in third parties.

14 EXECUTED

PARTNER ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____

Date: _____

CCCOE ACCEPTS AND AGREES:

Signature: _____

Print Name: _____

Title: _____ County Superintendent of Schools _____

Date: _____

Diablo Gateways to Innovation CPT Consortium Budget

EXHIBIT A

	# of New Pathways	Allocation per pathway	# of Existing Pathways	Allocation per pathway	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Las Positas College	0	\$0	3	\$136,000	\$204,000	\$142,800	\$61,200	\$0	\$0	\$408,000

EXHIBIT B: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

PARTNER shall comply with General Assurances 2014-15, California Department of Education, to the extent applicable.

Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, *California Code of Regulations (CCR)*
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by the LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the *Education Code (EC)*, as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 *Code of Federal Regulations (CFR)* 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- The local educational agency (LEA) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (*CCR T5, §4202*)
- The LEA will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (*34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 34 CFR 80.42*)
- The local governing board has adopted written procedures to ensure prompt response to complaints within 60 days, and has disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (*CCR T5, §4600 et seq.*)
- The LEA declares that it neither uses nor will use federal funds for lobbying activities and hereby complies with the certification requirements of *34 CFR Part 82*.
- The LEA has complied with the certification requirements under *34 CFR Part 85* regarding debarment, suspension and other requirements for a drug-free workplace. (*34 CFR Part 85*)

- The LEA provides reasonable opportunity for public comment on the application and considers such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- The LEA assures that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (*EC* §45344(a))
- The LEA will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- The LEA will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- The LEA will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); *EC* §60640, et seq.)
- The LEA governing board has adopted a policy on parent involvement that is consistent with the purposes and goals of *EC* Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (*EC* §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov.C §§11135-11138; 42 USC §2000d; *CCR* T5, §3934)
- Schoolsite councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and any other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (*EC* §64001)

- The LEA administers all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
 - Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (*EC* §§62002, 52034(I), 52035(e)(1), 54101; *CCR* T5, §§3944, 3946)
 - Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (*CCR* T5, §3942)
 - At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller-Unruh apportionments are spent for the salary of specialist reading teachers. (*EC* §63001; *CCR* T5, §3944(a)(b))
 - State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (*EC* §48438) Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009.
- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
 - Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
 - Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
 - 34 CFR 82 – Restrictions on Lobbying
 - 34 CFR 85 – Government-wide Debarment and Suspension (Nonprocurement)
 - 34 CFR 86 – Drug and Alcohol Abuse Prevention
 - CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
 - California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
 - California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
 - CA Education Code Section 45125.1 - Fingerprinting and Background Checks
 - California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
 - California Public Contract Code Sections 10410 and 10411 – Conflict of interest with current and former state employees
 - California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
 - Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.