

MEMORANDUM OF UNDERSTANDING
For
Consortium Application for
Career Technical Education Incentive Grant Program Funding

This Memorandum of Understanding for Consortium Application for Career Technical Education Incentive Grant (“CTEIG”) Program Funding (“MOU”) is entered between and amongst each Local Educational Agency (“LEA”) that executes the Signature Page, which form is set forth in Attachment 1 to this MOU. An LEA may become a party to this MOU by submitting a completed Signature Page signed by the LEA’s authorized representative. All LEAs that have completed and signed a Signature Page are also referred to in this MOU collectively as the “Parties” and individually as a “Party”.

1. Recitals.

- 1.1 The CTEIG Program is established as a state education, economic and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education programs. Education Code (EC) sections 53070-53076.4
- 1.2 The CTEIG Program allows for funding for career technical education programs for the 2019-2020 school years.
- 1.3 The CTEIG Program allows for a combination of LEAs, including county offices of education and school districts, to apply together for CTEIG Program funding

2. “Contract Term”. This MOU shall become effective on the date on which Napa County Office of Education (“NCOE”) and at least one other Party execute its respective Signature Page (“**Contract Effective Date**”). For any other Party who executes the Signature Page after the Contract Effective Date, the Contract Effective Date shall be the date on which that Party executes the Signature Page. This MOU shall continue in full force and effect commencing on the Contract Effective Date through the duration of the CTEIG Program Funding (“**Contract Termination Date**”) or until this MOU is revised or terminated in writing by the Parties.

3. Parties’ Responsibilities. The obligations and responsibilities of the Parties are as follows:

- 3.1 Each Party to this MOU agrees to apply for CTEIG Program funding together as a consortium applicant with all other Parties to this MOU (“**Consortium**”).
- 3.2 Each Party to this MOU agrees and acknowledges that NCOE shall act as lead LEA of the Consortium for purposes of applying for, receiving, and administering CTEIG Program funds allocated to the Consortium. NCOE, as lead LEA, shall also submit the necessary plans, application(s), and fiscal claims to the California Department of Education (“**CDE**”) on behalf of the Consortium.
- 3.3 Each Party to this MOU participating in the Consortium shall cooperate in the Consortium’s application process and in the development of all necessary documents for the application(s) for CTEIG Program funding. Each Party shall provide timely responses to NCOE’s request(s) for information and data relevant to the preparation of the Consortium’s application(s) for CTEIG Program funding.
- 3.4 Each Party to this MOU agrees to contribute matching funds to the Consortium for purposes of complying with the CTEIG Program matching funds requirements in order to receive CTEIG Program funding. Each Party agrees to contribute the matching funds amount specified on its Signature Page to the Consortium for purposes of applying for CTEIG Program funding.
- 3.5 Each Party to this MOU will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG Program funding.

Res. 6387

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- 3.5 Each Party to this MOU will sign all grant assurances and comply with all requirements as a grant recipient for the CTEIG Program funding.

ATTACHMENT 1
SIGNATURE PAGE

NAME OF PARTY: Napa Valley Unified School District ("Party")
(State full legal name of Party)

PARTY CONTACT/DESIGNEE (list Party's contact/designee):

Name: Damon Wright Title: Executive Director of Secondary Ed
Address: 2425 Jefferson Street
Napa, CA 94558
Phone No.: 707-253-3815x4842 FAX No. _____ Email Address: dwright@nvusd.org

Contribution of Matching Funds. The Party executing this Signature Page hereby agrees to contribute the following amount of matching funds to the Consortium for purposes of applying for CTEIG Program funding: \$500,000 in matching funds.

In consideration of the covenants, conditions, and stipulations set forth in this MOU and for good and valuable consideration and/or the mutual benefits to be derived from this MOU, the above Party, intending to be legally bound, agrees as set forth herein, and executes this MOU. Each person executing this MOU on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this MOU.

AUTHORIZED PARTY REPRESENTATIVE

By: 
(Signature)

Print Name: Damon Wright

Title: Executive Director of Secondary Education

Date of Execution: 5/7/19

Name of Party: Napa Valley Unified School District

4. **Indemnity.** Each Party's indemnity, defense, and hold harmless obligations to the other Party under this MOU shall be governed solely by the following: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this MOU. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this MOU where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this MOU and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that: (A) is not a Party to this MOU; (B) is not an officer, director, principal, owner, or employee of the Party; and (C) is not contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.
5. **Dispute Resolution.** The Parties shall meet and confer in good faith to resolve any disputes between them regarding or relating to this MOU, including the alleged breach, interpretation, or application of this MOU. Except for an action to obtain injunctive relief to preserve the status quo and/or prevent irreparable injury or harm pending the completion of the meet-and-confer required by this Article, a Party may not commence a civil action regarding or relating to this MOU until after compliance with this Article.
6. **General Provisions.**
- 6.1 **Entire Agreement, Amendment, and Severability.** This MOU constitutes, and is a complete and exclusive statement of, the Parties' agreement pursuant to Code of Civil Procedure section 1856. This MOU shall be amended or modified only by a writing executed by the Parties. If a court of competent jurisdiction holds any provision of this MOU void, illegal, or unenforceable, this MOU shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this MOU, and the remaining provisions shall be construed to preserve the Parties' intent and purpose in this MOU.
- 6.2 **Applicable Law, Venue, and Interpretation.** This MOU is to be construed according to its fair meaning and not strictly for or against any Party, and in accordance with California laws without giving effect to California's conflict of law provisions. All claims, disputes, and lawsuits arising out of or in connection with this MOU shall be resolved or adjudicated in the appropriate state or federal court in Fresno County, California, provided that nothing in this MOU constitutes a waiver of immunity to suit by FCSS.
- 6.3 **Execution by Facsimile or in Counterparts.** The Parties may sign this MOU in counterparts such that their signatures may be on separate pages. A copy, facsimile or an original of this MOU, with all signatures appended together, shall be deemed a fully executed agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

ATTACHMENT 1
SIGNATURE PAGE

NAME OF PARTY: Napa County Office of Education ("Party")
(State full legal name of Party)

PARTY CONTACT/DESIGNEE (list Party's contact/designee):

Name: _____ Title: _____

Address: _____

Phone No.: _____ FAX No. _____ Email Address: _____

Contribution of Matching Funds. The Party executing this Signature Page hereby agrees to contribute the following amount of matching funds to the Consortium for purposes of applying for CTEIG Program funding: \$300,000 in matching funds.

In consideration of the covenants, conditions, and stipulations set forth in this MOU and for good and valuable consideration and/or the mutual benefits to be derived from this MOU, the above Party, intending to be legally bound, agrees as set forth herein, and executes this MOU. Each person executing this MOU on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this MOU.

AUTHORIZED PARTY REPRESENTATIVE

By: 
(Signature)

Print Name: Joshua Schultz

Title: Deputy Superintendent

Date of Execution: 4/16/19

Name of Party: Napa County Office of Education