

**Memorandum of Understanding
Between
Napa Valley Unified School District, Napa Valley Adult Education Program
and Calistoga Joint Union School District**

Term of the Agreement: July 1, 2019 through July 31, 2020

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between Napa Valley Unified School District (NVUSD), Napa Valley Adult Education (NVAE), and Calistoga Joint Union School District (CJUSD) concerning California Adult Education Program (CAEP) services provided to CJUSD by NVAE.

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor's Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013, to December 31, 2015, AB86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015, Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16 State Budget included \$500 million in new funding for seven authorized adult education program areas.

Role and Function of Napa Valley Adult Education Consortium (NVAEC)

NVAEC is comprised of four members – NVUSD/NVAE, Napa Valley College (NVC), the Napa County Office of Education (NCOE), and CJUSD. St. Helena Unified School District (SHUSD) is not represented with a voting member on the board of the consortium at this time, but will receive funds for adult services to be provided by NVAE.

For 2019-20, a total of \$2,908,518 was allocated to NVAEC. Per the 2019-20 NVAEC CFAD funds are distributed as follows:

- NVUSD/NVAE - \$2,525,748
- NVC - \$225,312
- CJUSD - \$35,000
- SHUSD - \$25,000
- NCOE - \$97,458.

III. Role of NVUSD/NVAE and NVAEC Members

Role of NVUSD/NVAE

NVAE will:

1. develop adult education classes in English as a Second Language (ESL), High School Diploma (HSD), High School Equivalency (HSE), and possibly Career Technical Education (CTE)
2. hire and pay instructors for services provided to adult learners in CJUSD
3. schedule and provide classes in Calistoga for fall 2019 and spring 2020 in these areas
4. enroll all students into NVAE
5. administer all CASAS assessments
6. gather all assessment and demographic data and enter into TOPsPro
7. provide classroom materials
8. provide teacher professional development
9. invoice CJUSD for \$17,500 in September 2019 and \$17,500 in January 2020

Role of Calistoga Joint Union School District (CJUSD)

CJUSD will:

1. adhere to the agreements outlined in the NVAEC Governance and Fiscal Allocation Plans (approved May 20, 2019)
2. be responsible for participating in the consortium decision-making process
3. designate a person/persons with proper authority to certify all information submitted to NVAE and NOVA
4. report member fiscal, program information, and learner performance outcome measures in NOVA
5. provide classroom space, custodial support, restroom availability
6. help recruit students and market programs
7. work with counseling and advising at NVAE to support students
8. pay invoices within 30 days of receipt

Role of All Parties

All parties will work together to comply with AB 104's reporting requirements.

IV. Term

This MOU Agreement shall be effective July 1, 2019 and ending on July 31, 2020. Either party may terminate this MOU with at least a sixty (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by NVAEC officially designated members if it is determined a member is not compliant with the CAEP Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the NVAEC Governance Plan.

V. Privacy

NVUSD/NVAE and CJUSD will comply with all state and federal education privacy policies. NVUSD/NVAE and CJUSD will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VI. Indemnity

CJUSD agrees to defend, indemnify, and hold harmless NVUSD/NVAE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CJUSD, its director, agents, officers, or employees relating to CJUSD's duties and obligations described in this agreement or imposed by law.

NVUSD/NVAE agree to defend, indemnify, and hold harmless CJUSD (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of NVUSD/NVAE, its director, agents, officers, or employees relating to NVUSD/NVAE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

VII. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, CJUSD and NVUSD/NVAE shall meet to revise accordingly.

VIII. Independent Agents

This MOU is by and between two independent agents, NVUSD/NVAE and CJUSD, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws.

IX. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived characteristics of age, ancestry, color, disability, ethnicity, gender, gender identity, gender expression, genetic information, marital status, medical condition, military or veteran status, national origin, immigration status, political affiliation, pregnancy and related conditions, race, religion, retaliation, sex (including sexual harassment), sexual orientation, or any other basis prohibited by California state and federal nondiscrimination laws respectively.

X. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CJUSD or NVUSD/NVAE.

XI. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Napa Valley USD/NVAE

Name:

Title:

Signature:

Date:

Calistoga Joint USD

Name:

Title:

Signature:

Date: