

**Memorandum of Understanding
Between
Napa Valley Unified School District
and Napa Valley College**

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

This Memorandum of Understanding (MOU) is entered into by and for the following parties:

Napa Valley College
Robert W. Parker
Vice President, Administrative Services
2277 Napa-Vallejo Highway
Napa, CA 94558

Napa Unified School District
Rosanna Mucetti
Superintendent
2425 Jefferson Street
Napa, CA 94558

Background

Parties:

Napa Valley Community College District was founded in 1942 as a political subdivision of the State of California. It provides higher education to the greater Napa area.

Napa Valley Unified School District was formed in 1964 as a political subdivision of the State of California. It provides TK-12 education for both incorporated and unincorporated areas of Napa County stretching from American Canyon to Yountville, including the City of Napa.

Purpose:

Continuation of the MOU originally approved in the September 1, 2015 Board meeting, with current updates.

This MOU covers the shared activities and costs with regard to each party's implementation of the California Adult Education Program for the period from July 1, 2019 – June 30, 2020. This MOU automatically renews annually, unless cancelled by either party, per the Modification and Termination clause, below.

Cancellation of this MOU may also effectively occur should California Adult Education Program (CAEP) funding cease or either party ceases to receive funding.

Specific activities are described in the 2019-20 Annual Plan, the 2019-2022 Three Year Plan, and subsequent amendments and/or additions to that plan on file with the State of California.

The parties agree to the following terms:

Terms

General

1. Parties acknowledge that the funds received by the regional consortium for the execution of the CAEP are the funds from whence the shared costs will be distributed.
2. Parties acknowledge that a maximum amount of 5% is allowable for indirect administrative expenses and that allowable costs are described by the State of California.
3. Parties acknowledge that records of all CAEP expenses shall be maintained by each party for audit purposes.
4. Allocation of costs shall be done by a mutually acceptable methodology, including timekeeping by all personnel and contractors.
5. Parties agree to the approved governance plan for the CAEP in the Napa Valley.
6. Parties agree to participate in select activities as "in kind" contributions.
7. Parties agree to accurate record keeping and prompt payment/reimbursement to the party who has paid the expense initially.

Allocation of Shared Costs

1. Common expenses such as for joint meetings, including food, rent, set up, advertising and public notice shall be shared 50/50.
2. Expenses for professional development opportunities shall be shared on a prorated basis, depending upon the attendance.
3. Expenses for field trips shall be shared on a prorated basis, depending upon the attendance.
4. Expenses for marketing, communication, website development and maintenance shall be shared 50/50.
5. Expenses for project management and related contracts shall be shared 50/50.
6. Any shared liability costs and risk management will be shared 50/50.

Process

1. Shared cost activity or contract is approved by NVAEC Board.
2. For routine/anticipated Consortium costs (defined as Consortium expenditures that are anticipated and Board-approved, typically routine or recurring costs which may include project manager fees, website and marketing communications costs, etc.), NVC may provide a fund of \$35,000 to NVUSD/NVAE as a prepayment against these shared costs.

NVUSD/NVAE will pay, according to the percentage of approved agreement as follows:

- a. Any balance remaining at the end of the fiscal year shall be returned to NVC, unless otherwise agreed upon by the AEP Board.
- b. For shared costs incurred by NVC and for shared costs incurred by NVUSD/NVAE once the \$35,000 fund has been depleted, the cost-incurring party bills the second party for reimbursement of their agreed upon percentage. The second party reimburses the first party in a reasonable time period, to be determined by the NVAEC Board.

- c. The continuation of this prepayment shall continue unless either NVC or NVUSD/NVAE ceases the practice, as notified in writing. The cessation of the prepayment fund is separate to the other terms of this MOU.

Modification and Termination

1. This agreement may be modified at any time only upon written agreement of both parties.
2. This agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to both organizations and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Napa Valley USD/NVAE Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Napa Valley College Representative

Name: _____

Title: _____

Signature: _____

Date: _____

ROBERT W. PARKER

ASSIST. SUPER / V.P. ADMIN. SERVICES

Robert W Parker

06/20/19

[Signature]

Principal

Rick Jordan

9/3/19

