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# MEMORANDUM OF AGREEMENT

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This Agreement is made and entered into by San Luis Obispo County Community College District (Cuesta College) and Paso Robles Joint Unified School District for the fiscal years, 2020-2021; and 2021-2022.

## **PURPOSE**

The purpose of this Agreement is to reimburse Paso Robles Joint Unified School District for costs related to the Innovation Project, specifically 67% of costs of counselor and any needed costs for the success of the program, such as instructional materials, technology, student services, professional development, or any costs deemed to be paramount to the success of the program. In addition, the San Luis Obispo County Community College District will reimburse the Paso Robles Joint Unified School District for student support salary costs related to student support, not to exceed \$24,000 annually.

The Innovation Project will encourage secondary students to complete a year of college requirements through College and Career Pathways courses (CCAP) and enrichment courses. The Innovation Project will also provide student support through Academic Coaching, Postsecondary Activities, Parent University, and Early Commitment to College.

## **SCOPE OF SERVICES:**

Paso Robles Joint Unified School District will identify a counselor, no later than August 1, who meets the minimum requirements for a Cuesta College Counselor as indicated in the Minimum Qualifications for Faculty and Administrators in California Community Colleges (2017 or most recent).

The counselor will participate in training provided by Cuesta College in areas of admissions and records policies/procedures, student education plans, student services resources, dual enrollment, and other general policies and procedures Cuesta College deems important to the success of the project.

The counselor will remain an employee of the Paso Robles Joint Unified School District but will complete any requirements Human Resources requires for access to resources.

The counselor shall meet monthly and report regularly with the Innovation Team as coordinated by Cuesta College.

The counselor will meet with dual enrollment students (CCAP and enrichment) at each site to develop long term student education plans.

The counselor will be the point of contact for Cuesta College activities, including Equity events.

The counselor will attend at least 2 Student Services meetings annually.

Paso Robles Joint Unified School District will identify support staff, no later than August 1. The Student Support classified position will assist on site with registration, program components, textbook inventory/resources, and outreach.

## **BUDGET AND PAYMENTS**

In consideration of the services rendered and in accordance with all applicable terms, conditions and specifications, Cuesta College will reimburse Paso Robles Joint Unified School District in accordance with the approved budget for this Agreement, which is attached as **Attachment A. All invoices must be submitted biannually and must be sent no later than January 1; and May 25, respectively.**

## **PAYMENTS**

Expenses will be reimbursed to Paso Robles Joint Unified School District in relation to the approved budget. Any changes to the budget MUST be pre-approved by Cuesta College. Any expenses, other than counselor reimbursement must be preapproved and will be the decision of Cuesta College

Invoices should be submitted to:

Cuesta College  
Attention: Jason Curtis, Ph.D.  
Assistant Superintendent/Vice President, Academic Affairs  
P. O. Box 8106  
San Luis Obispo, CA 93403-8106  
(805) 546-3122

## **DURATION AND TERMS**

Unless terminated earlier in accordance with this AGREEMENT, the term of the AGREEMENT shall be from July 1, 2020 to June 30, 2022.

Cuesta College or Paso Robles Joint Unified School District may terminate this AGREEMENT with or without cause upon giving thirty (30) calendar days written notice to the other party. For purposes of this section, cause shall mean the substantial failure of the party receiving the notice to meet any of its obligations under this AGREEMENT or to abide by the applicable terms and condition of this AGREEMENT. Unless

otherwise terminated as provided in this AGREEMENT, this AGREEMENT will terminate automatically on June 30, 2022

## **STANDARD LEGAL TERMS AND CONDITIONS:**

All Department of Education regulations and legislative actions will govern this project and agreement.

## **PRODUCT DISSEMINATION**

Any products developed as a result of this project must be made available to the Cuesta College upon request

All final products must be labeled with specific language that will be provided by Cuesta College.

## **CalPass PLUS DATA SHARING REQUIREMENT**

Participation in CalPass Plus ([www.cal-pass.org](http://www.cal-pass.org)) data sharing is a requirement of all participating because a core goal of this initiative is intersegment connections and pathways.

## **MONITORING**

In addition to reporting as may be provided herein, Cuesta and/or the California Department of Education may monitor and evaluate Paso Robles Joint Unified School District as least once annually to insure compliance with program and objectives and services, fiscal controls and/or legal compliance as contained herein and attachments. Failure to resolve monitoring findings within sixty (60) days of the monitoring, or as may later be mutually agreed upon in writing, may cause withholding of funds by Cuesta.

## **SOURCES AND AVAILABILITY OF FUNDS**

Notwithstanding any other provisions of this Agreement, the liability of Cuesta College for reimbursement of funds shall be limited to the funds available for this program. Cuesta College shall not incur any liability to Paso Robles Joint Unified School District, its officers, agents, employees, suppliers or contractors for any delay in making such payments.

## **INDEMINIFICATION**

Paso Robles Joint Unified School District shall defend, indemnify and save harmless to Cuesta College, its officers, agents, volunteers and employees, from any and all claims, demands, damages, costs, expenses, or liability arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof and/or the provisions of this Agreement, and including but not limited to, any act or omission to act on the part of Cuesta College or its agents, employees or other independent contractors directly responsible to it, except those arising from the sole negligence or willful misconduct of Cuesta College.

Cuesta College shall defend, indemnify and save harmless to Paso Robles Joint Unified School District, its officers, agents, volunteers and employees, from any and all claims, demands, damages, costs, expenses, or liability arising out of this Agreement, or occasioned by the performance or attempted performance of the provisions hereof and/or the provisions of this Agreement, and including but not limited to, any act or omission to act on the part of Paso Robles Joint Unified School District or its

agents, employees or other independent contractors directly responsible to it, except those arising from the sole negligence or willful misconduct of Paso Robles Joint Unified School District.

## **GENERAL PROVISIONS**

### **EQUIPMENT:**

Any equipment purchases must be preapproved with a long-term sustainability plan. All equipment will remain the property of the San Luis Obispo County Community College District and will be inventoried as such. All equipment will be physically inspected by San Luis Obispo County Community College District personnel and any theft, misplaced, inoperable or other unused equipment will be reported immediately. Location of equipment at Paso Robles Joint Unified School District must be current with the San Luis Obispo County Community College District.

### **ENTIRE AGREEMENT AND MODIFICATIONS:**

This Agreement supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Paso Robles Joint Unified School District shall be entitled to no other benefits other than specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Paso Robles Joint Unified School District specifically acknowledges that in entering into and executing this Agreement, Paso Robles Joint Unified School District relies solely upon the provisions contained herein and no other contract or oral discussions prior to entering into this Agreement.

### **NO WAIVER:**

The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.

### **HEADINGS:**

The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provision of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.

**NON-ASSIGNMENT OF AGREEMENT:**

This Agreement is intended to secure specialized services of Paso Robles Joint Unified School District and Paso Robles Joint Unified School District shall not assign, transfer, delegate, sublet or subcontract this Agreement, or any interest therein, without the prior written consent of Cuesta College, and any such assignment, transfer, delegation, sublet, or subcontract without Cuesta College's prior written consent shall be considered null and void.

**NOTICES:**

Any notices, demands or communications, under or in connection with this Agreement may be served upon Cuesta College by personal service or by mailing the same by regular mail and directed to Cuesta College at:

Cuesta College  
Attn: Jason Curtis, Ph.D.,  
Assistant Superintendent, Academic Affairs  
P.O. Box 8106  
San Luis Obispo, CA 93403-8106  
805-546-3997

**ASSURANCES AND CERTIFICATIONS****REMEDIES:**

Noncompliance or failure to perform may result in a demand for corrective action, disallowance of costs, suspension or termination of Agreement, set-off of damages from monies due under this Agreement with Paso Robles Joint Unified School District, whether related or unrelated, or such other lawful remedies as Cuesta College may determine are appropriate; and may include debarment for a year or more.

**NON-DISCRIMINATION:**

During the performance of this Agreement, Paso Robles Joint Unified School District will not discriminate against any employee or applicant for employment because of race, color, sex, religion, disability, age, political affiliation, orientation, belief, or national origin.

**COPYRIGHTS:**

The application of this clause is limited to those awards which involve the use or development of copyrighted materials. Contract shall comply with copyright regulations cited in the Code of Federal Regulations (Title 29, Labor, Part 97, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Subpart C- Post-Award Requirements, section 97.34, Copyrights).

The California Department of Education reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government, State, or County purposes: (i) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (ii) any rights of copyright to which a grantee, sub-grantee or contractor purchases ownership with grant support

**CERTIFICATIONS:** \_\_\_\_\_

Upon execution of this agreement, Contractor shall execute "Certification Regarding Debarment, Suspension and other Responsibility Matters" and "Drug-Free Workplace Certification" which shall be provided to Paso Robles Joint Unified School District by Cuesta College. These certifications must be in place before the agreement is valid.

**IN WITNESS THEREOF,** San Luis Obispo County Community College District in its capacity as the Administrative Entity and Fiscal Agent for the Innovation Award and Paso Robles Joint Unified School District have entered into this Agreement, effective as of the day and year stated herein.

**PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**SUPERINTENDENT, PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT**

**DATE**

**SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
**SUPERINTENDENT/PRESIDENT, SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT**

**DATE**