

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Berkeley Unified School District (BUSD)**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and **BUSD** to **successfully implement the K12 SWP Fly Consortium 2 grant.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period until December 31, 2021.

SCOPE OF SERVICES:

A. The ACOE shall:

- Provide financial oversight and distribution of grant funds.
- Organize grantees to contribute to the development of pathway maps, which will include identifying necessary skills for the pathways and determining the course, WBL experiences/timelines, and certificates needed.
- Organize and implement Professional Learning Communities and opportunities for staff
- Explore, develop, and create MOU's for dual enrollment classes in partnership with LEA's and community colleges.
- Work with collaborative partners, consult with industry partners to identify desired certificates in targeted industry sectors, identify current certificates, skills, and 'lead forward' certificates and adopt new certificate programs as needed.
- Work with collaborative partners, consult with industry partners to complete reporting mandated by the Bay Area Community College Consortium.

B. The **BUSD** shall **complete services in attached appendices A and B.**

INSURANCE:

During the term of this M.O.U, ACOE shall provide to **BUSD**, and **BUSD** shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide **BUSD**, and **BUSD** shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR **BUSD** shall be excess and noncontributory." Any and all insurance coverage may be

provided by a **(JOINT POWERS AUTHORITY OR OTHER)** Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless **BUSD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, **BUSD** shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **BUSD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **BUSD** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and **BUSD** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **BUSD** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by **BUSD** under the terms and conditions of this Agreement, ACOE shall pay **BUSD** the amount of **\$54,054.00**, for Fly Consortium 2. **BUSD** shall invoice ACOE on a quarterly basis.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To ACOE: Alameda County Office of Education
 313 West Winton Avenue
 Hayward, CA 94544

To **Berkeley Unified School District**:
 Berkeley Unified School District
 2020 Bonar Street, Suite 231,
 Berkeley, CA 94702

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and **BUSD**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **BUSD**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **BUSD** have executed this M.O.U. as of the date first above written.

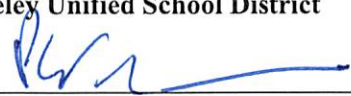
ALAMEDA COUNTY OFFICE OF EDUCATION

(Signature)

Printed Name and Title

Date: _____

Berkeley Unified School District



(Signature)

Pauline Follansbee

Printed Name and Title

Date: 9-22-20

Appendix A

Consortium Partners shall:

- Create Career Pathway Team who will manage entire pathway learning process for learners and teachers
- Understand the 4 Pillars of K12 SWP career pathway development (Career Exploration, Curriculum & Instruction, Post-Secondary Transitions, Work-based Learning)
- Delegate management responsibilities so there is clear personnel responsible per pillar
- Assign staff to attend professional development for specific pillars and work directly with ACOE pillar experts to complete action steps per pillar.
- Monthly reporting of work-based learning activities in ELENA, the Earn & Learn CRM system
- Compile and submit annual reporting data and information
- Quarterly invoicing due 2 weeks following end of quarter
- Pathway coordinators and teachers will attend annual Earn & Learn Orientation (Kick-off Meeting)
- Participate and contribute to pathway mapping and implementation in order to align high school pathways to community college pathways and targeted industry sectors
- Leverage distance learning platforms and online curriculum to maximize student participation in pathway courses and career exploration
- Assign appropriate staff to attend quarterly FLY Consortium meetings
- Align curricula to regional workforce needs
- Facilitate coordination of activities to enroll students into community colleges, including college visits that enroll students, meetings with counselors, special needs supports and visits to Career Services Centers

Appendix B

BUSD shall:

Fly 2 Consortium Deliverables:

- -Berkeley Technology Academy will implement an ICT pathway
- - Align their course curricula with regional workforce needs and articulate their courses with those in local community colleges,
- - Expand opportunities for students to explore their pathway fields through WBL experiences.