

**Livermore Valley Joint Unified School District  
California Career Pathways Trust Grant  
Memorandum of Understanding**

The California Legislature passed and the Governor signed into law Assembly Bill (AB) 86, Chapter 48, Statutes of 2013, creating the California Career Pathways Trust (CPT). The CPT must identify an agency/fiscal agent which will receive and administer the TEC Tri-Valley Education Collaborative grant funds, submit the required reports to account for the use of grant funds, and will be responsible for the performance of any services provided through funds awarded under this grant by the Partners, consultants, or other organizations. Livermore Valley Joint Unified School District is pleased to serve as the CPT fiscal agent.

1. PARTIES

The Tri-Valley Regional Occupational Program (Partner), Dublin Unified School District (Partner), Pleasanton Unified School District (Partner), Chabot-Las Positas Community College (Partner) and Livermore Valley Unified School District (Partner and Fiscal Agent) hereby agree to the following:

2. TERM

The effective date of this Memorandum of Understanding (MOU) is June 1, 2015 and the ending date is August 31, 2018.

3. TERMINATION

The desire for this MOU resides in the joint nature of the grant and in the collaborative effort of all partners throughout the application process. The termination of this MOU by any one or more partner will put undue stress on any remaining partners and may result in forfeiture of any remaining grant funds and possibly a repayment of funds previously disbursed by the California Department of Education.

This agreement may be terminated by written consent of all parties with the above understanding.

4. SERVICES AND OBLIGATIONS

All Partners shall comply with the required elements established for the California Career Pathways Trust as indicated in Assembly Bill 86, Chapter 48, Statutes of 2013.

a. Partner's General Obligations

Increase the number of students with access to standards-based academic curricula integrated with career-relevant sequenced curricula aligned with high-skill, high wage, high growth jobs in our region,

Increase the connectivity between employers and the classroom through a developmentally appropriate sequence of work based learning activities that increase in depth and complexity throughout the student's academic career, and build intentional and collaborative support and transitions for students to help them move in a direct path from secondary to post-secondary enrollment.

**b. Requirements for Communication and Reporting**

All Partners shall be required to submit an itemized invoice and fiscal and progress reports.

The reports shall include detailed description of significant outcomes of the project. Descriptions of activities should be related only to the tasks and scope of the project.

All Partners shall provide yearly progress reports and data to the Fiscal Agent to enable timely and complete submission to the state. The fiscal agent/applicant for the partnership is responsible for submitting all data required by the CDE.

**c. Reporting Timeline and Monitoring**

All Partners must meet program deliverables on an annual basis to qualify for scheduled payments. Listed below are deliverables to be provided by all Partners to the Fiscal Agent by June 30 of each program year:

Year 1 (2015-16):

- Identify staff member responsible for data submission
- Meet data collection requirements
- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 2 (2016-17):

- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report

Year 3 (2017-18):

- Input student data
- Track student progress and activities
- Process student outcome data
- Year End Progress Report
- Year End Expense Report
- End of Project Report

**d. Partner Reporting Requirements To The California Department Of Education**

All Partners shall submit reports for the California Department of Education to the Fiscal Agent as follows:

Date	Item
June 1, 2015	Grant Award Notification Signed by Grantees
August 31, 2016	2015-16 PY Expenditure Report and Progress Report
August 31, 2017	2016-17 PY Expenditure Report and Progress Report
August 31, 2018	2017-18 PY Final Expenditure and End of Project Report

e. Document Retention

All Partners shall retain fiscal and progress reports documents for a minimum period of three (3) years after completion of activities for which funds are used. All Partners must make these documents available for inspection and copying by authorized representatives for the Fiscal Agent.

5. ALLOWABLE COSTS AND PAYMENT

The vast majority of the grant funding is allocated to the acquisition and installation of both fixed and mobile telepresence technology for all partners. Purchase orders for this technology and the associated installation services will originate with the Fiscal Agent. The ownership and warranties for all equipment will reside with the Partners. Payments to Partners will be limited to personnel and professional development costs, as outlined in Exhibit A, Budget Summary and Payment Schedule.

All Partners shall invoice Fiscal Agent for the allowable direct expenses per Exhibit A and provide the documentation necessary to substantiate invoiced amounts.

a. Schedule of Payments

Livermore Valley Joint Unified School District, as the Fiscal Agent, shall pay All Partners according to Exhibit A, Budget Summary and Payment Schedule. Payment Schedule is subject to the California Department of Education grant disbursement schedule.

b. Payments Withheld

The Fiscal Agent may withhold payment on or offset against an invoice or a portion thereof in an amount and to such extent as may be reasonably necessary to protect the Fiscal Agent from failure to meet the requirements of the CPT and or this MOU.

6. INDEMNIFICATION

All parties agree to defend, indemnify, and hold harmless all other parties and its officers, agents, employees against all claims, demands, actions, costs (including attorneys' fees) and liability arising from or related to, and in proportion to, the negligence, willful misconduct, or omission of the other parties, its officers, agents or employees in connect with or arising from or out of the performance of this MOU.

7. COMPLIANCE WITH LAWS AND CERTIFICATIONS

All Partners shall fully comply with all laws, regulations, and other legal requirements applicable to CPT and this MOU. Applicable documents are referenced in Exhibit B of this MOU.

8. FINANCIAL RECORDS, AND NOTICE

All Partners shall keep accurate and complete accounting records concerning performance of the MOU in accordance with state guidelines, and generally recognized accounting principles and practices consistently applied. All Partners must make these documents available for inspection and copying by authorized representatives for the Fiscal Agent.

9. AMENDMENTS

This MOU may be modified or amended by a written document executed by all the parties hereto.

10. ENTIRE AGREEMENT

This MOU contains all the terms and conditions agreed upon by all parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind any of the parties hereto.

11. CHOICE OF LAW AND PERSONAL JURISDICTION

- a. This MOU is made in Alameda County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this MOU must be instituted and prosecuted in the courts of Alameda County, State of California.

12. WORKERS COMPENSATION

All Partners must provide worker's compensation insurance coverage for its employees.

13. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOU may be construed to create, and the parties do not intend to create, any rights in third parties.

14. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall comprise one and the same instrument.





**EXHIBIT A:**  
Budget  
Summary and  
Payment  
Schedule

<b>CCPT TEC Budget by Entity 2015-2016</b>				
	<b>Networking</b>	<b>Legal</b>	<b>Software &amp; Systems</b>	<b>Total</b>
<b>1000</b>	\$33,500.00	\$33,500.00	\$33,500	\$100,500.00
<b>2000</b>	\$-	\$-	0	\$-
<b>3000</b>	\$11,595.12	\$11,595.12	\$11,595.12	\$34,785.35
<b>4000</b>	\$364,346.10	\$305,406.34	\$305,406.34	\$975,158.78
<b>5000</b>	\$452,287.63	\$384,248.63	\$316,652.63	\$1,153,188.89
<b>5200</b>	\$1,666.67	\$1,666.67	\$1,666.67	\$5,000.01
<b>6000</b>	\$154,601.00	\$204,079.00	\$154,601	\$513,281.00
<b>7000</b>	\$40,959.24	\$37,210.24	\$32,550.69	\$110,720.17
<b>Totals</b>	<b>\$1,070,085.99</b>	<b>\$972,140.87</b>	<b>\$850,407.32</b>	<b>\$2,892,634.18</b>

<b>Livermore Submitted Budget as Fiscal Agent 2015-2016</b>						
<b>Object Code</b>	<b>Dublin</b>	<b>Livermore</b>	<b>Pleasanton</b>	<b>Las Positas</b>	<b>TVROP</b>	<b>Totals</b>
<b>1000</b>	\$76,593.50	\$100,500.00	\$105,288.50	\$41,707.00	\$138,827.00	\$462,916.00
<b>2000</b>	\$-	\$-	\$-	\$-	\$-	\$-
<b>3000</b>	\$13,786.83	\$18,090.00	\$18,951.93	\$24,202.61	\$24,988.86	\$100,020.23
<b>4000</b>	\$314,456.00	\$302,182.77	\$165,641.00	\$160,109.00	\$108,405.00	\$1,050,793.77
<b>5000</b>	\$167,209.00	\$187,605.00	\$118,244.00	\$109,249.00	\$67,596.00	\$649,903.00
<b>5200</b>	\$-	\$5,000.00	\$-	\$-	\$-	\$5,000.00
<b>6000</b>	\$109,646.00	\$152,339.00	\$100,909.00	\$100,909.00	\$49,478.00	\$513,281.00
<b>Totals</b>	<b>\$681,691.33</b>	<b>\$765,716.77</b>	<b>\$509,034.43</b>	<b>\$436,176.61</b>	<b>\$389,294.86</b>	<b>\$2,781,914.00</b>
					<b>Indirect</b>	<b>\$110,720.18</b>
					<b>Total</b>	<b>\$2,892,634.18</b>

(1) – 2015/16 Object Code 1000 = Partner Salaries to be reimbursed by Fiscal Agent  
 (2) – 2015/16 Object Code 3000 = Partner Benefits to be reimbursed by Fiscal Agent  
 Object Codes 4000, 5000, 5200, 6000: The dollars in these object codes will not be submitted for reimbursement, as Fiscal Agent will purchase all equipment and associated installation and software services on behalf of the partners, with the exception of (3) \$75, 635 of the \$314,456 will be reimbursed to Dublin for computers they will purchase for the Cisco Network.

**EXHIBIT A:**  
Budget  
Summary and  
Payment  
Schedule  
(continued)

<b>Livermore Submitted Budget as Fiscal Agent 16-17</b>				
<b>Object Code</b>	<b>Networking</b>	<b>Legal</b>	<b>Software &amp; Systems</b>	<b>Total</b>
<b>1000</b>	\$33,500.00	\$33,500.00	\$33,500	\$100,500.00
<b>2000</b>	\$-	\$-	\$-	\$-
<b>3000</b>	\$6,030.00	\$6,030.00	\$6,030	\$18,090.00
<b>4000</b>	\$194,805.16	\$138,805.67	\$138,805.67	\$472,416.50
<b>5000</b>	\$444,794.50	\$527,613.50	\$442,794.50	\$1,415,202.50
<b>5200</b>	\$-	\$-	\$-	\$-
<b>6000</b>	\$249,060.33	\$379,860.33	\$249,060.33	\$877,980.99
<b>7000</b>	\$36,941.96	\$43,215.22	\$34,633.58	\$114,790.76
<b>Totals</b>	<b>\$965,131.96</b>	<b>\$1,129,024.72</b>	<b>\$904,824.08</b>	<b>\$2,998,980.76</b>

<b>CCPT TEC Budget by Entity 2016-2017</b>						
<b>Object Code</b>	<b>Dublin</b>	<b>Livermore</b>	<b>Pleasanton</b>	<b>Las Positas</b>	<b>TVROP</b>	<b>Totals</b>
<b>1000</b>	\$133,520.50	\$100,500.00	\$139,555.00	\$43,101.00	\$224,218.00	\$640,894.50
<b>2000</b>	\$-	\$-		\$-	\$-	\$-
<b>3000</b>	\$24,033.69	\$18,090.00	\$25,119.90	\$7,758.18	\$40,359.24	\$115,361.01
<b>4000</b>	\$110,299.00	\$211,323.49	\$65,273.00	\$65,273.00	\$20,248.00	\$472,416.49
<b>5000</b>	\$158,810.00	\$281,862.00	\$129,089.00	\$122,957.00	\$84,819.00	\$777,537.00
<b>5200</b>	\$-	\$-	\$-	\$-	\$-	\$-
<b>6000</b>	\$239,940.00	\$199,705.00	\$153,768.00	\$153,768.00	\$130,800.00	\$877,981.00
<b>Total</b>	<b>\$666,603.19</b>	<b>\$811,480.49</b>	<b>\$512,804.90</b>	<b>\$392,857.18</b>	<b>\$500,444.24</b>	<b>\$2,884,190.00</b>
					<b>Indirect</b>	<b>\$114,790.76</b>
					<b>Total</b>	<b>\$2,998,980.76</b>

- (1) – 2016/17 Object Code 1000 = Partner Salaries to be reimbursed by Fiscal Agent  
(2) – 2016/17 Object Code 3000 = Partner Benefits to be reimbursed by Fiscal Agent



## Exhibit B: APPLICABLE LAW, REGULATIONS, GUIDELINES AND POLICIES

ALL PARTNERS shall comply with General Assurances 2015-16, California Department of Education, to the extent applicable.

### Assurances relevant to the Career Pathways Trust:

- Programs and services are and will be in compliance with Title VI and Title VII of the Civil Rights Act of 1964; the California Fair Employment Practices Act, Government Code §11135; and Chapter 4 (commencing with §30) of Division I of Title 5, California Code of Regulations (CCR)
- Programs and services are and will be in compliance with Title IX (nondiscrimination on the basis of sex) of the Education Amendments of 1972. Each program or activity conducted by an LEA (local educational agency) will be conducted in compliance with the provisions of Chapter 2, (commencing with §200), Prohibition of Discrimination on the Basis of Sex, of Part 1 of Division 1 of Title I of the Education Code (EC), as well as all other applicable provisions of state law prohibiting discrimination on the basis of sex.
- Programs and services are and will be in compliance with the affirmative action provisions of the Education Amendments of 1972.
- Programs and services are and will be in compliance with the Age Discrimination Act of 1975.
- Programs and services for individuals with disabilities are in compliance with the disability laws. (PL 105-17; 34 Code of Federal Regulations (CFR) 300, 303; and Section 504 of the Rehabilitation Act of 1973)
- All state and federal statutes, regulations, program plans, and applications appropriate to each program under which federal or state funds are made available through this application will be met by the applicant agency in its administration of each program.
- All local educational agencies (LEAs) will use fiscal control and fund accounting procedures that will ensure proper disbursement for state and federal funds paid to that agency under each program. (5 CCR, §4202)
- All LEAs will make reports to the state agency or board and to the Secretary of Education as may reasonably be necessary to enable the state agency or board and the Secretary to perform their duties and will maintain such records and provide access to those records as the state agency or board or the Secretary deems necessary. Such records will include, but will not be limited to, records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective audit. The recipient shall maintain such records for three years after the completion of the activities for which the funds are used. (34 CFR 76.722, 76.730, 76.731, 76.734, 76.760; 34 CFR 80.42)
- All local governing boards have adopted written procedures to ensure prompt response to complaints within 60 days, and have disseminated these procedures to students, employees, parents or guardians, district/school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR, §4600 et seq.)
- All LEAs declare that they neither use nor will use federal funds for lobbying activities and hereby comply with the certification requirements of 34 CFR Part 82.
- All LEAs have complied with the certification requirements under 34 CFR Part 85 regarding debarment, suspension and other requirements for a drug-free workplace. (34 CFR Part 85)
- All LEAs provide reasonable opportunity for public comment on the application and consider such comment. (20 USC §7846(a)(7); 20 USC, §1118(b)(4); PL 107-110, §1118(b)(4))
- Programs and services are and will be in compliance with Section 8355 of the California Government Code and the Drug-Free Workplace Act of 1988, and implemented at CFR Part 84, Subpart F, for grantees, as defined at 34 CFR Part 84, Sections 84.105 and 84.110.
- All LEAs assure that classroom teachers who are being assisted by instructional assistants retain their responsibility for the instruction and supervision of the students in their charge. (EC §45344(a))
- All LEAs will adopt and use proper methods of administering each program including enforcement of any obligations imposed by law on agencies responsible for carrying out programs and correction of



deficiencies in program operations identified through audits, monitoring or evaluation. (20 USC §7846 (a)(3)(B))

Assurances to the Extent Applicable:

- When federal funds are made available, they will be used to supplement the amount of state and local funds that would, in the absence of such federal funds, be made available for the uses specified in the state plan, and in no case supplant such state or local funds. (20 United States Code (USC) §6321(b)(1); PL 107-110 §1120A(b)(1))
- All LEAs will provide the certification on constitutionally protected prayer that is required by PL 107-110, §9524 and 20 USC §7904.
- All LEAs will participate in the Smarter Balanced Assessment Consortium program. (20 USC §6316(a)(1)(A-D); PL 107-110, §1116(a)(1)(A-D); EC §60640, et seq.)
- The governing boards of All LEAs has adopted a policy on parent involvement that is consistent with the purposes and goals of EC Section 11502. These include all of the following: (a) to engage parents positively in their children's education by helping parents to develop skills to use at home that support their children's academic efforts at school and their children's development as responsible future members of our society; (b) to inform parents that they can directly affect the success of their children's learning, by providing parents with techniques and strategies that they may utilize to improve their children's academic success and to assist their children in learning at home; (c) to build consistent and effective communication between the home and the school so that parents may know when and how to assist their children in support of classroom learning activities; (d) to train teachers and administrators to communicate effectively with parents; and (e) to integrate parent involvement programs, including compliance with this chapter, into the school's master plan for academic accountability. (EC §§11502, 11504)

Other Assurances:

- The program using consolidated programs funds does not isolate or segregate students on the basis of race, ethnicity, religion, sex, sexual orientation or socioeconomic status. (USC, Fourteenth Amendment; Calif. Constitution, art. 1, §7; Gov. C § 11135-11138; 42 USC §2000d; 5 CCR, §3934)
- School site councils have developed and approved a Single Plan for Student Achievement (SPSA) for schools participating in programs funded through the consolidated application process, and my other school program they choose to include, and that school plans were developed with the review, certification, and advice of any applicable school advisory committees. (EC §64001)
- All LEAs administer all funds and property related to programs funded through the Consolidated Application. (20 USC §6320(d)(1); PL 107-110, §1120(d)(1))
- Personnel, contracts, materials, supplies, and equipment purchased with Consolidated Program funds supplement the basic education program. (EC §§62002, 52034(I), S203S(e)(I), S4101; 5 CCR, §§3944, 3946)
- Results of an annual evaluation demonstrate that the LEA and each participating school are implementing Consolidated Programs that are not of low effectiveness, under criteria established by the local governing board. (5 CCR, §3942)
- At least 85 percent of the funds for School Improvement Programs, Title I, Title VI and Economic Impact Aid (State Compensatory Education and programs for English learners) are spent for direct services to students. One hundred percent of Miller- Unruh apportionments are spent for the salary of specialist reading teachers. (EC §63001; 5 CCR, §3944(a)(b))
- State and federal categorical funds will be allocated to continuation schools in the same manner as to comprehensive schools, to the maximum extent permitted by state and federal laws and regulations. (EC §48438)
- Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal

Additional applicable laws, regulations, guidelines, or policies:

- Public Law 101-336 - American with Disabilities Act (ADA) of 1990 (42 USC 12101 et seq.)
- Public Law 105-17 - Individuals with Disabilities Education Act (IDEA)
- Title VII of Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991
- 34 CFR 82 -Restrictions on Lobbying
- 34 CFR 85 - Government-wide Debarment and Suspension (Nonprocurement)
- 34 CFR 86 -Drug and Alcohol Abuse Prevention
- CA Code of Regulations, Title II, Chapter 5, Section 11105, Non-discrimination Clause
- California Code of Regulations Title II Subchapter I (CA Department of Personnel Administration Regulations)
- California Code of Regulations, Title 2, Division 6 (sections 18109-18997). California Fair Political Practices Commission - Political Reform Act of 2002
- CA Education Code Section 45125 .1 - Fingerprinting and Background Checks
- California Government Code Sec. 54950 et seq. (Ralph M. Brown Act)
- California Public Contract Code Sections 10410 and 10411 - Conflict of interest with current and former state employees
- California Department of Education (CDE)/CDD Funding Terms and Conditions and Program Requirements for Child Development Programs
- Any and All Other Appropriate and Required Laws, Regulations, Policies and Procedures for Career Pathway Trust Programs.