

Nevada County, California
Nevada Joint Union High School District
MEMORANDUM OF UNDERSTANDING (MOU)

Pertaining to Career Technical Education / Youth Leadership Development Shared Staff

I. DECLARATION

This MOU is entered into by and between **the COUNTY OF NEVADA (County)** and the **NEVADA JOINT UNION HIGH SCHOOL DISTRICT (NJUHSD)** referred to hereafter as the "**Parties**", for the purpose of coordinating a County staff position for **Career Technical Education / Youth Leadership Development**, who can be utilized by NJUHSD. The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

- **NJUHSD** provides Career Technical Education programming to students in the District and has been awarded limited-term grant funding to support initiatives in this area.
- **County** has been developing youth leadership programming, including the establishment of the Nevada County Youth Commission by Resolution 23-430 on August 8, 2023.
- Given the similar interests of the **Parties** with regard to fostering leadership and development opportunities for youth in Nevada County, a collaborative opportunity has been identified to share in the costs of a County full-time staff position to further develop programming that supports the **Parties'** shared goals.
- The purpose of this MOU is to identify the specific and general responsibilities of each of the **Parties**.

III. POSITION

The Career Technical Education / Youth Leadership Development ("County Employee") shall be an employee of County, and the County shall be responsible for all of Program Manager's compensation and benefits. County policies will apply to County Employee at all times. NJUHSD's utilization of the County Employee shall be exclusively through this MOU and as defined herein.

In the event that NJUHSD, at any time during the term of this MOU, is not satisfied with the performance of the County Employee performing services pursuant to this MOU, NJUHSD shall notice the County immediately and the Parties shall meet and confer to resolve any issues. If unable to resolve the issues, NJUHSD may terminate the MOU according to the Termination Clause.

IV. COUNTY POSITION'S ROLES AND RESPONSIBILITIES

NJUHSD:

- Observes Work Based Learning (WBL) students in workplace settings, and monitors WBL students' job performances by interviewing employers and verifying student attendance on job sites for CTE instructor. WBL includes both short-term and long-term formal internships, as well as job shadowing opportunities.

- Supports instruction, job coaching, and training for students to pursue WBL opportunities.
- Assists in providing career and college counseling for students of the District, including guidance and review of post-high school plans.
- Recruits, establishes, maintains, and acts as a liaison for partnerships with businesses, industry, community, and government agencies for WBL.
- Facilitates the development and approval of Joint Venture Agreements between the school district and partner organizations.
- Tracks and monitors industry partnerships and student WBL placements and activities.
- Acts as the primary contact for employers with project issues or concerns.
- Coordinates with teachers, counselors, and district representatives to ascertain and meet the needs for student experiences in the development of pathway-related WBL.
- Provides support to staff for student preparation concerning WBL activities.
- Coordinates with school staff, government agencies, industry partners, and business employers to promote work-based learning opportunities.
- Attends CTE Advisory meetings.
- Assists the Director of CTE with job and career fairs, including finding industry partners and businesses to attend.
- Submits monthly activity reports to assigned supervisor, including but not limited to successes and challenges of establishing WBL activities for students.
- Assists in writing reports for the Board of Trustees, state and federal agencies.

County:

Nevada County Youth Commission (NCYC)

- Annually recruit, interview, and recommend selection of Youth Commissioners.
- Collaborate with Nevada County staff to provide education and training on government structure, parliamentary procedure, and Brown Act guidelines.
- Assist Youth Commissioners in identifying and selecting areas and issues for focus.
- Act as designated driver for group travel.
- Work with elected student Chair and Commission officers to establish monthly agendas and timelines.

- Coordinate and attend subcommittee policy meetings.
- Emphasize the importance of building relationships with Nevada County departments, schools, and stakeholders.

Economic Development

- Connect Youth Commissioners with for-profit and non-profit business communities.
- Create job shadowing and internship opportunities for students.
- Collaborate with HR and CTE Director for career pathways.
- Present to High School classes to showcase opportunities with the County.
- Develop an Economic tour of local businesses.
- Implement data collection platforms to identify student career interests.
- Collaborate with the nonprofit community to support pathways for homeless youth.

Internship Program

- Conduct educational outreach and recruitment in Nevada County High Schools and local colleges.
- Coordinate with HR and departments to develop training plans for high school interns.
- Participate in internship program activities and events.
- Monitor training plans and maintain contact with students during their internships.

Supervision

- Monitor training plans and milestones with students and supervisors.
- Maintain contact with students to assist them during their internship.

Community Engagement

- Coordinate and facilitate two Nevada County Citizen Academies each fiscal year.
- Develop curriculum and speaker series, conduct public outreach, and handle logistics.
- Conduct community outreach for the CTE program, collaborating with local organizations and utilizing various communication channels.
- Establish metrics to measure the success of outreach efforts.

V. GENERAL PROVISIONS

A. INDEMNIFICATION

To the fullest extent permitted by law, each of the **Parties** (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

B. INSURANCE

It is agreed that **Parties** shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than Two Million Dollars (\$2,000,000) to cover all of its operations. Specifically, but not limited to not less than Two Million Dollars (\$2,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation, and One Million Dollars (\$1,000,000) Professional Liability (E&O).

C. TERM

This MOU shall take effect on March 1, 2024 and be valid through June 30, 2026. Either Party may terminate this MOU by giving thirty (30) days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

D. FISCAL

The County staffing position classification is proposed to be “Project Coordinator.” An estimate of costs is provided below, which is based on the following assumptions:

- Position is hired at “E step”
- Health benefits are elected at “Employee +1”

- Bargaining results in a 3% increase to base salary in Fiscal Years 24/25 and 25/26
- An Administrative Overhead Allocation of 10% as a means of recognizing ancillary costs associated with County full-time staff, such as computers, network connections, payroll administration, etc. is waived in recognition that NJUHSD will have many of the same ancillary costs.

	Cost Estimate		
	3/1/24 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26
Base Salary	25,207	77,889	80,225
Benefits	21,266	65,711	67,682
Total Cost	46,472	143,600	147,907

NJUHSD understand and agrees that actual costs may be different than the estimates provided herein. Actual Costs are defined as salary and benefit costs booked to County payroll

COUNTY agrees to establish a Project Control Number (PCN) time tracking system that will support **NJUHSD** grant requirements

NJUHSD agrees to reimburse **COUNTY** for Actual Costs incurred at the rates defined below, as required by **NJUHSD** grant funding. Reimbursement shall be calculated and invoiced by **County** to **NJUHSD** quarterly:

- Base Salary: the total dollar value of salary paid for time allocated, on an hourly basis, to activities supporting **NJUHSD** activities, to be supported by PCN report
- Benefits: no more than 25% of dollar value of Base Salary

The maximum reimbursement under this agreement shall be \$120,000.

VI. NOTICE

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Dan Frisella
 Superintendent
 Nevada Joint Union High School Dist.
 11645 Ridge Rd.
 Grass Valley, CA. 95945

Alison Lehman
 County Executive Officer
 County of Nevada
 950 Maidu Ave.
 Nevada City, CA 95959

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first herein above written.

BY

Dan Frisella

Superintendent

Nevada Joint Union High School District

Alison Lehman

County Executive Officer

County of Nevada

Date: _____

Date: _____