

MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY COUNTY OFFICE OF EDUCATION
AND
MONTEREY COUNTY

I. DECLARATION

This Memorandum of Understanding, hereinafter referred to as MOU, is entered and effective as of September 1, 2020, by and between the MONTEREY COUNTY, hereinafter referred to as "COUNTY" and Monterey County Office of Education, hereinafter referred to as "MCOE", for the purpose of providing digital divide technology to students in Monterey County schools. The purpose of this MOA is to identify the roles and responsibilities of each of the affected parties.

II. PURPOSE

The COUNTY has received Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds as part of the \$2.2 trillion economic stimulus passed by the U.S. Congress. These funds were allocated to the State of California which allocated \$44.9 million to the COUNTY to help the COUNTY with its response to the COVID19 Pandemic.

The COUNTY Board of Supervisors (Board) approved using \$1,000,000 of the CARES Act funding received by the COUNTY to fund digital divide purchases to be made by MCOE for the purpose of helping students in Monterey County schools who as a result of the pandemic do not have access to technology enabling them to access educational resources remotely.

III. PRINCIPLES OF THE MOU

The general areas of responsibility between the parties of this MOU and a description of services provided are detailed in Exhibit A.

IV. GENERAL PROVISIONS

A. Indemnification

COUNTY shall indemnify, defend, and hold harmless MCOE, its County Board of Education, County Superintendent of Schools, officers, employees, representatives and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), arising out of COUNTY's performance of work hereunder or its failure to comply with its obligations contained in the MOU, except such loss or damage which was caused by the negligence or willful misconduct of MCOE.

MCOE and County of Monterey MOU
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Term: September 1, 2020 to December 30, 2020

MCOE shall indemnify, defend, and hold harmless COUNTY, its officers, employees, representatives and volunteers from and against liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), arising out of MCOE's performance of work hereunder or its failure to comply with its obligations contained in the MOU, except such loss or damage which was caused by the negligence or willful misconduct of the COUNTY.

B. Insurance

1. COUNTY, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU.
2. MCOE, at its sole cost and expense, shall maintain insurance or self-insure its activities in connection with this MOU.

C. Term

The term of this MOU shall be from September 1, 2020 to December 30, 2020 and remain in full force and effect unless sooner terminated as provided herein. Either party may terminate this MOA without cause with a thirty (30) days' advance written notice. This MOU is contingent upon available funding.

D. Fiscal

COUNTY shall serve as the fiscal agent for this MOU. MCOE shall provide services under this MOU, as defined in Exhibit A of this MOU. COUNTY shall provide a \$1,000,000 advance to MCOE to provide technology to bridge the digital divide of students within Monterey County schools. A reconciliation of actual purchases will be made no later than December 30, 2020. Total funding for this agreement shall not exceed \$1,000,000.

MCOE shall submit an advance invoice under this MOU not to exceed \$1,000,000 in total and shall provide detailed reports of purchases to reconcile the amount spent in accordance with this agreement. Any unspent funds will be paid back to the COUNTY within 30 days after the end of the agreement. All claims not submitted after fifteen days after the termination of this MOU shall not be subject to reimbursement by the COUNTY. Invoices shall be sent to: Garciajl@co.monterey.ca.us , with a copy to vegae@co.monterey.ca.us.

MCOE will incur expenditures complying with CARES Act expenditure requirements and retain financial records in the event of an audit by the COUNTY, State, or Federal government. Audit recoveries associated with this MOU, will the sole responsibility of MCOE.

E. Meeting/Communication

COUNTY and MCOE shall have ongoing communication at the staff and management levels. The focus of the collaborative communication activities will be to review and evaluate expenditure levels in compliance with CARES Act funding requirements. MCOE shall notify COUNTY immediately if they anticipate funding will not be spent on a timely basis. Meetings shall be scheduled as needed.

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F. Compliance with applicable law

The parties shall comply with all applicable federal, state, local laws and regulations in performing this MOU.

G. Confidentiality

The parties agree to maintain the confidentiality of all records pertaining to the provision of services under this MOU to the extent permitted by applicable federal and state laws and regulations. The parties recognize that records may be subject to disclosure pursuant to the federal Freedom of Information Act or state Public Records Act.

H. Modification

This MOU may be modified only by an instrument in writing signed by MCOE and the COUNTY.

I. Termination

MCOE and the COUNTY may terminate this MOU for any reason or no reason at any time upon (30) calendar day's written notice to the other party. In addition, if MCOE defaults in performance of its work under this MOU, COUNTY may immediately terminate this MOU by written notice to MCOE.

J. Assignment

This MOU may not be assigned without the prior written consent of MCEO and COUNTY.

K. Entire Agreement

This MOU constitutes the entire agreement between the parties and supersede all previous communications, representations or agreements regarding this subject, whether written, or oral between the parties.

L. Exhibits

Exhibit A, Duties and Responsibilities, is attached hereto and incorporated herein by reference.

M. Notice

Notice to the parties in connection with this Agreement shall be given personally, through regular distribution channels or regular mail address as follows:

MCOE and County of Monterey MOU
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COUNTY
Ezequiel Vega, Budget Director
168 W. Alisal Street
Salinas, CA 93901

MCOE
Colleen Stanley, Chief Business Officer
901 Blanco Circle
Salinas, CA 93901

N. No agency/independent contractors

Nothing in this MOU shall be construed to create an agency relationship between the COUNTY and MCOE, and each shall be an independent contractor of the other.

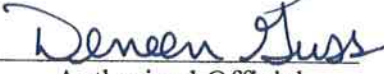
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year herein above written.

MONTEREY COUNTY OFFICE OF EDUCATION

Name: Colleen Stanley, Ed. D
Title: Chief Business Official
Date: September 23, 2020

Signature: 
Authorized Official

Name: Dr. Deneen Guss
Title: County Superintendent of Schools
Date: September 23, 2020

Signature: 
Authorized Official

Name:
Title:
Date:

Signature: _____
Authorized Official

COUNTY OF MONTEREY

Name:
Title:
Date:

Signature: _____
Authorized Official

Approved as to Legal Form:

MCOE and County of Monterey MOU
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DocuSigned by:



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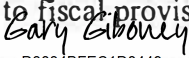
County Counsel

9/28/2020 | 10:06 AM PDT

Date

DocuSigned by:

Approved as to fiscal provisions:



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Auditor/Controller's Office

9/28/2020 | 10:08 AM PDT

Date

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**EXHIBIT A
DUTIES AND RESPONSIBILITIES**

In accordance with the principles of this MOU, the duties and responsibilities of the parties are outlined as follows:

A. MCOE AGREES TO:

1. Utilize the CARES Act funding in accordance with CARES Act requirements
2. Provide an advance invoice of \$1,000,000 and monthly reconciling reports to the COUNTY no later than five (five) business days after the end of the month, or fifteen (15) days after the end of the agreement.
3. Keep financial records and participate in applicable audits. Repay any audit recoveries to appropriate jurisdictions.
4. Make the purchases as indicated in Exhibit B

B. MONTEREY COUNTY AGREES TO:

1. Reimburse MCOE up to \$1,000,000 for the purchase of technology to help students in Monterey County schools access learning materials.

Exhibit B - MCOE and County of Monterey CARES MOU



Monterey County Office of Education

Leadership, Support, and Service to Prepare All Students for Success

*Dr. Deneen Guss
County Superintendent of Schools*

Monterey County Office of Education Digital Divide CARES Funding Spending Proposal

As of September 10, 2020 Monterey County Schools District have reported a need for computer learning devices to bridge the gap created by inequities that pervade our community.

The following chart lays out the specific need by district:

District Name	Learning Device	Totals	MiFi Hot Spot needs
Gonzales Unified	Chromebook	800	500
Salinas City ESD		0	700
Alisal Union School District	Chromebook	300	300
Washington Union School District	Chromebook	140	4
Monterey County Migrant	Chromebook	70	
Carmel Unified School District	Chromebook	325	
Big Sur Charter School	Chromebook	50	
Monterey Bay Charter School	Chromebook	250	
Oasis Charter Public School	Chromebook	150	
International School of Monterey	Chromebook	176	12
South Monterey County JUHSD	Microsoft Surface	300	200
Soledad Unified School District	iPads	350	
Lagunita ESD	iPads	4	
Greenfield		0	500
Pre-School agencies	Chromebooks	1062	506
	Grand Totals	4323	2016

The overall need still exceeds the \$1 million funding committed by the Monterey County Board of Supervisors. Student learning devices cost an average of \$300, and MiFi hotspots cost an average of \$30/month. The total expenditure would be about \$2 million dollars to meet these updated needs.

The following table lays out the overall spending plan:

Exhibit B - MCOE and County of Monterey CARES MOU



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County Superintendent of Schools*

Learning Devices	Count	Average Cost	Total
Chromebooks	2440	\$300	\$732,000
MiFi Hotspot w/1 year of service	744	\$30/month	\$268,000
Grand Total:			\$1,000,000

Device distribution is based on filing the needs of the highest grade levels first (i.e. High school grade 9 -12). The second priority will fall to middle school grades and continue down the grade levels until reaching kindergarten. As requested by the County Supervisors, 200 learning devices will be set aside to address the needs of pre-school programs. To make sure some devices can get to all districts, we will only fulfill 65% of a requests exceeding 200 devices. The following chart depicts the anticipated distribution:

District Name	Requests	Anticipated Distribution
Gonzales Unified	800	520
Salinas City ESD	0	0
Alisal Union School District	300	210
Washington Union School District	140	140
Monterey County Migrant	70	70
Carmel Unified School District	325	227
Big Sur Charter School	50	50
Monterey Bay Charter School	250	200
Oasis Charter Public School	150	150
International School of Monterey	176	176
South Monterey County JUHSD	300	210
Soledad Unified School District	350	245
Lagunita ESD	4	4
Greenfield	0	0
Pre-School agencies	1062	200
Grand Totals	4323	2442

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County Superintendent of Schools*

Distribution of MiFi Hotspots will follow the same pattern, the only difference being a focus on distributing one device per student household to maximize connectivity.

The Monterey County Office of Education extends our sincerest gratitude the County of Monterey and the Board of Supervisors for assisting in bridging the digital divide for all Monterey County students.

