



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and the **California Early Childhood Mentor Program (CECMP)**.

**PURPOSE:** The purpose of this M.O.U. is to enable **CECMP with funding to provide support in the implementation of the California Department of Education (CDE) Inclusive Care Early Education Program grant. Services are to include, but are not limited to the identification and recruitment and training of Mentor or Director Mentors to support teachers in inclusion practices.**

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of **April 1, 2019 through June 30, 2019.**

### SCOPE OF SERVICES:

The ACOE shall **provide funding in the amount of one thousand dollars (\$1,000).**

- A. **In addition to the planning and recruitment of the Inclusion Mentors, CECMP** will provide support with the Inclusion Conference and the Administrator's Inclusion Series. A representative from **CECMP** will be required to attend and participate in ACOE monthly Interagency Inclusion Committee for the term of the grant. **CECMP** will be required to provide invoicing, data, and grant reporting as required by the CDE and ACOE, including a narrative and a final report no later than June 15, 2019.

### INSURANCE:

During the term of this M.O.U., ACOE shall provide to **CECMP**, and **CECMP** 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 **CECMP**, and **CECMP** 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 **CECMP** 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 **CECMP** 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, **CECMP** 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 **CECMP**, its officers, agents or employees.
- C. It is the intent of the ACOE and **CECMP** 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 **CECMP** 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 **CECMP** 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 **CECMP** under the terms and conditions of this Agreement, ACOE shall pay **CECMP** the amount of **(\$1,000.00)**. **CECMP** shall invoice ACOE as required, with a final invoice to be submitted no later than June 15, 2019.

**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  
Core Learning/Early Learning  
313 West Winton Avenue  
Hayward, CA 94544

To CECMP: **The California Early Childhood Mentor Program**  
Chabot College  
25555 Hesperian Blvd.  
Hayward, CA 94545  
Attn: Mary Anne Doan

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between ACOE and **CECMP**, 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 **CECMP**.

**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 **CECMP** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

CHABOT-LAS POSITAS  
COMMUNITY COLLEGE  
DISTRICT

\_\_\_\_\_  
(Manager Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Doug Roberts,  
Vice Chancellor, Business Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Superintendent Signature)

Printed Name and Title

Date: \_\_\_\_\_