



## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and Las Positas College (LPC).

**PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and LPC to leverage the California Department of Education (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the Early Learning Consortium inclusion-focused professional development as outline in this M.O.U., as submitted in the LPC grant application and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities.

**TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2024

### SCOPE OF SERVICES:

A. ACOE will provide funding to cover the costs associated with the scope of work as outlined in this M.O.U. for a grand total not to exceed: ninety-nine thousand dollars (\$99,000.00), and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall IEEEEP grant management, convene monthly Interagency Inclusion Collaborative meetings, offer mandatory professional development training topics, support and meet with consortium leaders and staff as necessary to ensure the outcomes of the IEEEEP grant as required by the California Department of Education (CDE).

B. LPC will ensure the following CDE grant criteria is met and that grant strategies are implemented as outlined in the LPC IEEEEP descriptor to ACOE:

A. **Professional Development:** The Professional Development Funding allocation is \$99,000.00 and is to be used by LPC to offer two inclusion focused, degree eligible, early childhood education courses each school year, throughout the grant funding period. The funding will cover the costs of outreach, tuition, books, and the instructor for each of the courses. Las Positas College will be required to provide the outreach, and all administrative responsibilities necessary to implement the courses.

#### 1. **Planning Teams:**

- a. Send a representative to the ACOE monthly Interagency Inclusion Collaborative meetings.
- b. Submit a plan to ACOE outlining the implementation of evidence-based inclusive practices throughout the funding period.

**2. Reporting**

- a. Submit grant reports to ACOE in a timely manner as directed by the CDE.

<u>Reporting Period</u>	<u>Due to ACOE</u>
● July 1 (June 15th first fiscal year)-September 30	October 7
● October 1-December 31	December 7
● January 1-March 30	April 7
● April 1- June 30	July 7

**3. Payment Schedule:**

- 1. 25 percent of the grant award will be distributed upon receipt of the signed MOU.
- 2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
- 3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds.

**INSURANCE:**

During the term of this M.O.U., ACOE shall provide to LPC and LPC 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 LPC and LPC 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 LPC 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 LPC 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, LPC 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 LPC its officers, agents or employees.
- C. It is the intent of the ACOE and LPC 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 LPC 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 LPC 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 LPC under the terms and conditions of this Agreement, ACOE shall pay LPC the amount of \$99,000.00.

**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 LPC: Las Positas College  
3000 Campus Hill Dr,  
Livermore, CA 94551

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

ALAMEDA COUNTY OFFICE OF EDUCATION

LAS POSITAS COLLEGE

\_\_\_\_\_  
L. Karen Monroe

\_\_\_\_\_  
(Name of Representative)

\_\_\_\_\_  
Alameda County Superintendent of Schools

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

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

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

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

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

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