



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 the ACOE and CECMP to leverage the California Department of Social Services (DSS) QCC Workforce Pathways Grant (WFPG) funds for the Workforce Advising area of service as outlined and required by ACOE and the DSS and specifically to support increased learning and healthy development of California's young children by increasing the number of qualified early learning and care professionals and increasing the educational credentials, knowledge, and competencies of existing early learning and care professionals across the state.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2022.

SCOPE OF SERVICES:

A. The 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: \$15,000 and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall WFP grant management, support and meet with consortium leaders and staff as necessary to ensure the outcomes of the WFP grant as required by the California Department of Social Services (DSS).

B. CECMP will ensure the following DSS grant criteria is met and that grant strategies are implemented as outlined in the CECMP WFPG descriptor to ACOE:

1. **Workforce Advising:** The Workforce Advising service area funding allocation is \$15,000 and can be used by CECMP to develop and offer a Mentoring Institute to increase the number of Early Learning professionals strengthening their mentoring skills to be use as an effective strategy for early childhood teachers to improve their practices with children. By supporting Early Learning Professionals we will ensure that members of the workforce participating in the QCC Workforce Pathways Grant have access to a mentor to develop an attainable plan to complete a course of study that effectively and efficiently meets their educations goals.
 - a. Submit a plan to ACOE outlining the implementation of evidence-based practices throughout the funding period.

2. Reporting

- a. Submit grant reports and invoice to ACOE in a timely manner as directed by the DSS.

<u>Reporting Period</u>	<u>Due to ACOE</u>
● July 1-September 30	October 7
● October 1-December 31	December 7
● January 1-March 30	April 7
● April 1- June 30	July 7

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 CECEMP 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 \$15,000.

Payment Schedule:

1. 20 percent of the grant award will be distributed upon receipt of the signed MOU. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
2. Reimbursement payments for allowable expenditures will be prepared upon receipt and approval of the reimbursement invoice

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
Angela Cabrera
acabrera@acoe.org

To CECEMP: The California Early Childhood Mentor Program
c/o Chabot College

25555 Hesperian Blvd,
Hayward, CA 94545

INTEGRATION:

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

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

ALAMEDA COUNTY OFFICE OF EDUCATION

CALIFORNIA EARLY CHILDHOOD
MENTOR PROGRAM

L. Karen Monroe

Jonah Nicholas, Vice Chancellor
Business Services

Alameda County Superintendent of Schools

Date: _____

Date: _____

(Associate Superintendent Signature)

Printed Name and Title

Date: _____