



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 Social Services (DSS) QCC Workforce Pathways Grant (WFPG) funds for the Workforce Higher Education and the Workforce Advising areas 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, 2023.

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: \$22,800.00 and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall WFPG management, support and meet with consortium leaders and staff as necessary to ensure the outcomes of the WFPG as required by the California Department of Social Services (DSS).

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

- 1. Higher Education:** The Workforce Higher Education service area funding allocation is \$22,800, and can be used by LPC to support early learning and care professionals to complete unit-bearing coursework and advance along a degree pathway.
- 2. Workforce Advising:** To ensure that all members of the workforce receiving support through the QCC Workforce Pathways Grant-Higher Education service area funded by this contract, all participants will have the opportunity to meet with an advisor to develop a Professional Development (PD), Professional Growth or Education Plan (plans must include a section to establish personal goals and objectives). The advisor will ensure that members of the workforce participating in the QCC Workforce Pathways Grant have an

attainable plan to complete a course of study that effectively and efficiently meets their educational goals.

C. Reporting

- a. Submit grant reports that include a list of early learning professionals served by the funds and an 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	January 7
● January 1-March 30	April 7
● April 1- June 30	July 7

- b. Chabot Community College will **include a copy of the agency general ledger that reflects the invoice amount expended.**

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 \$22,800 (twenty-two thousand eight hundred dollars).

Payment Schedule:

1. Reimbursement payments for allowable expenditures will be prepared upon receipt and approval of the reimbursement invoice and in accordance with the quarterly invoice schedule (see above).

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, Early Learning Program Manager
acabrera@acoe.org

To LPC: Las Positas College
3000 Campus Hill Dr.
Livermore, CA 94551
Jonah Nicholas, Vice Chancellor, Business Services
jnicholas@clpccd.org

INTEGRATION:

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

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 Las Positas College have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

LAS POSITAS COLLEGE

Dr. Candi Clark
Associate Superintendent, Business Services
Signature

Jonah Nicholas - Vice Chancellor,
Business Services
Signature

Dr. Candi Clark
Associate Superintendent, Business Services

Jonah Nicholas - Vice Chancellor,
Business Services

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____