

**PLEASANTON UNIFIED SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered between the Pleasanton Unified School District (PUSD), Adult and Career Education Department and Las Positas College (LPC) ("Parties").

RECITALS

Whereas LPC is offering an Adaptive Horticulture Program ("Program") designed for adults with disabilities during the 2017-2018 school year; and

Whereas PUSD Adult and Career Education Department is collaborating in the development and implementation of the Program;

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING:

1. LPC will provide or procure the on-campus facilities and materials for the Program.
2. LPC will provide the horticulture instructor and horticulture assistant for the Program.
3. PUSD Adult and Career Education Department will provide instructional aides for the Program at a ratio between 1:2 to 1:4 aide to student, based on anticipated student support needs determined jointly by PUSD and LPC staff members collaborating to develop the Program.
4. The PUSD Adult and Career Education Department staff members will undergo the PUSD process for background screening (Department of Justice Livescan) and provide PUSD with proof of negative tuberculosis (TB) test. These will be provided to LPC upon request.
5. PUSD instructional aides will submit the Volunteer Clearance paperwork to be on the LPC campus.
6. General Provisions
 - a. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
 - b. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California.
 - c. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

- d. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- e. Execution and Counterparts. This MOU may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- f. Authorized Signatories. The MOU is signed by the authorized signatory from each of the Parties.
- g. Effective Date. This MOU is effective on the date signed and expires at 5:00PM on May 25, 2018.

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Pleasanton Unified School District

Myla Y. Grasso, Purchasing Coordinator

Date

Chabot-Las Positas Community College District

Lorenzo Legaspi, Vice Chancellor, Business Services

Date