



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**.
- PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and **Las Positas College** to **provide two selections of the *Introduction to the Young Child with Exceptional Needs course (ECD 60)* to further incentivize the pathway to and Associates Degree with an emphasis on Inclusion.**
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period of **March 1, 2019 through June 30, 2020.**

SCOPE OF SERVICES:

- A. The ACOE shall **provide funding in the amount of \$33,000.**
- B. **Las Positas College** shall offer two sessions of the *Introduction to the Young Child with Exceptional Needs (ECD 60)* course at the community college location in Livermore. The funding will cover the costs of outreach, tuition, books, and the instructor for two sessions. A representative from Las Positas College will be required to attend and participate in ACOE Interagency Inclusion Committee for the term of the grant. Las Positas College will be required to provide invoicing, data, documentation of enrollment, and a grade analysis of the students attending, as well as a brief qualitative report at the beginning and conclusion of each semester(dates to be determined) and a final report at the conclusion of the grant period.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to **Las Positas College**, and **Las Positas College** 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 **Las Positas College**, and **Las Positas** 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 **Las Positas College** 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 **Las Positas College** 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, **Las Positas College** 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 **Las Positas**, its officers, agents or employees.
- C. It is the intent of the ACOE and **Las Positas College** 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 **Las Positas** 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 **Las Positas** 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 **Las Positas College** under the terms and conditions of this Agreement, ACOE shall pay **Las Positas College** the amount of **(\$33,000.00)**, payable across two semesters. **Las Positas College** shall invoice ACOE prior to each course offering in the amount of **(\$ 16,500.00)**.

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

To **Las Positas College:** **Las Positas College**
3000 Campus Hill Drive
Livermore, CA 94551

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and **Las Positas College**, 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 **Las Positas College**.

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

Chabot-Las Positas Community College District

(Manager Signature)

Signature

Printed Name and Title

Doug Roberts, Vice Chancellor, Business Services
Printed Name and Title

Date: _____

Date: _____

(Superintendent Signature)

Printed Name and Title

Date: _____