MEMORANDUM OF UNDERSTANDING

Between The

Chabot-Las Positas Community College District, Las Positas College and Free to Be Me Child Care Center

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Chabot-Las Positas Community College District, Las Positas College (hereinafter referred to as "DISTRICT") whose address is 3000 Campus Hill Drive, Livermore, CA 94551, and Free to Be Me Child Care Center (hereinafter referred to COMMUNITY PARTNER) whose address is 1040 Florence Rd., Livermore, CA 94550.

- **A.** <u>Purpose:</u> The purpose of this MOU is to formalize field experience opportunities with the Free To Be Me Childcare Center and the Chabot-Las Positas Community College District Las Positas College to place college students at Free to Be Me's inclusive classrooms for work-based learning related to Practicum required in the ECE 91 Adaptive Curriculum Special Needs Child course.
- **B.** <u>Term of MOU</u>: This MOU is effect on August 18, 2021 and is terminate effective on December 20, 2024

C. Objectives:

- a. Develop a student's educational experience supporting children with exceptional needs and engaging in developmentally appropriate practices.
- **b.** Place college students at site to observe/volunteer time in inclusive
 - I. Classrooms
 - II. Observing
 - III. Assisting children/teacher
 - IV. Working with small groups
 - V. Implementing approved activity plans
- **c.** Focus learning areas for experience relating to:
 - I. Teacher Preparation in Inclusive classrooms
- **d.** Develop relationships with the local community.
- **D.** Roles and Responsibilities: Each site will be responsible for the following roles, as are aligned with the purpose of the agreement.
 - **a.** DISTRICT or Chabot-Las Positas Community College District, Las Positas College agrees to:

Responsibility/Activity	Responsible Staff
Provide a complete roster of student names and emails to the Center Director for placement.	LPC Instructor
Provided documented student expectations and responsibilities and an agreement signed with each participating student and assigned classroom teacher.	
Create assignments and experiences for the students	LPC Instructor
Provide a list of expectations for the teacher-student relationship while students complete their field experiences?	LPC Instructor

b. Free To Be Me Child Care Center

Responsibility/Activity	Responsible Staff
Have assigned classrooms/teachers for incoming student placement.	Center Director
Assign teachers that are willing to work with college students and provide feedback to the students.	Center Director
Collaborate with the LPC Instructor on assignment and experience expectations	Classroom Teacher
Ensure students' sign time sheets for each day they are in the classroom	Classroom Teacher

- **E.** <u>Goals:</u> The goal of this MOU is to give college students the opportunity to observe/volunteer in an **Early Education Inclusive Classroom**, gain understanding and knowledge of teaching in inclusive classrooms, provide hours toward meeting the requirements of a CA child development permit and for the required course lab hours, and opportunities to open pathways/prospects to enter the ECE workforce in the future.
- **F.** Confidentiality: In order to ensure the safety of students, all parties of the MOU will agree to adhere to all procedures placed within this MOU. The following information further discusses protocols that will need to be in place:
 - **a.** The college students enrolled in this program will complete all proper protocols to meet school requirements for placement.
 - **b.** The college will place an instructor in charge of all students, to check in with progress, help students when needed and follow up on expectations.
 - **c.** The college and the center will give clear protocols for student responsibilities to keep open communication between all parties involved.

G. 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, consisting of four pages (4) 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.** Termination. The DISTRICT may terminate this agreement for any reason or no reason.
- **f**. Insurance. The COMMUNITY PARTNER OR Free to Be Me Child Care Center shall maintain at all times adequate insurance to protect

the District from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property which may arise from operations under the MOU. The COMMUNITY PARTNER is required to file with the DISTRICT certificates of insurance prior to the start of work for:

- i. Worker's Compensation and Employer's Liability Insurance.
- ii. Broad from Comprehensive General Liability Insurance, occurrence coverage, with a combined single limit of liability not less than \$1,000,000.
- H. <u>Signatures</u>: 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.

Chabot-Las Positas Community Colle	ge District
Signed:	
	Jonah Nicholas
Signature	Printed Name of Person Signing
Vice Chancellor, Business Services	
Title	Date
<u>Free To</u>	Be Me Childcare Center
Signed:	
Signature	Printed Name of Person Signing
Title	Date