ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and San Leandro Unified School District (SLUSD).

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and SLUSD to leverage the California Department of Education (CDE) Inclusive Early Education Expansion Program Grant (IEEEP) funds for the district and the Early Learning C new inclusive inclusion-focused professional development as outline in this district's submitted grant application and required by the CDE and specifically for the expansion and increased access to quality early education opportunities for children with and without disabilities.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until December 31, 2024.

SCOPE OF SERVICES:

A. ACOE will provide funding to cover the costs associated with the scope of work as outlined in this MOU for a grand total not to exceed: $99,360.00, and dispersed as directed in the line items listed in Section B. The ACOE will lead the overall IEEEP grant management, convene monthly Interagency Inclusion Collaborative meetings, offer mandatory professional development training topics, support and meet with district leaders and staff as necessary to ensure the outcomes of the IEEEP grant as required by the California Department of Education (CDE).

B. SLUSD will ensure the following CDE grant criteria is met and that grant strategies are implemented as outlined in the District's IEEEP descriptor to ACOE:

1. **Professional Development**: The Professional Development Funding allocation is $99,360.00, and can be used by District and Early Learning and Care (ELC) consortium partners for professional development, including staffing, to ensure that ELC staff are prepared to serve children with a broad range of disabilities, including children with severe disabilities. ACOE will provide further information on the five CDE *required* and three *recommended* trainings to meet the CDE's professional learning requirements.

2. **Planning Teams**:

a. Implement a District leadership team to establish inclusive ELC programs for children with disabilities. Meeting topics will include, and not limited to the specific activities to be conducted, desired outcomes, collaborative agreements with local partners, timelines, and sustainability. Members of the District leadership team may include, but are not limited to, school principals, special and general education teachers, parents, public and private child care agencies, Quality Counts California, and First 5 Alameda County.

b. Send a representative to the ACOE monthly Interagency Inclusion Collaborative meetings.

c. Submit a plan to ACOE outlining the implementation of evidence-based inclusive practices throughout the funding period.

3. **Reporting**
   a. Submit grant reports to ACOE in a timely manner as directed by the CDE.

Reporting Period	Due to ACOE
● July 1 (June 15th first fiscal year)-September 30	October 7
● October 1-December 31	December 7
● January 1-March 30	April 7
● April 1- June 30	July 7

4. **Payment Schedule:**

   1. 25 percent of the grant award will be distributed upon receipt of the signed MOU.
   2. Upon approval of quarterly reports, reimbursement will be made for expenditures that exceed the initial allotment.
   3. No more than 90 percent of funds will be released prior to January 30, 2025, or until completion of all grant activities. Upon review of the final report, remaining funds will be paid. If expenditures do not equal the remaining 10 percent, the grantee will be reimbursed for new expenditures reflected. The total cannot exceed the grant award amount, and grantees may be invoiced for any unspent advancement funds**.**

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. 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 SLUSD 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, SLUSD 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 SLUSD its officers, agents or employees.

C. It is the intent of the ACOE and SLUSD 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 SLUSD 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 SLUSD 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 SLUSD under the terms and conditions of this Agreement, ACOE shall pay SLUSD the amount of $99,360.00. SLUSD shall invoice ACOE as determined by the CDE, with the final invoice due to ACOE no later than December 15, 2024.

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
To SLUSD	San Leandro Unified School District 835 East 14th St., Ste. 200 San Leandro, CA 94577-3767

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and SLUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by a written instrument signed by the duly authorized representatives of ACOE and SLUSD.

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

ALAMEDA COUNTY OFFICE OF EDUCATION	SAN LEANDRO UNIFIED SCHOOL DISTRICT
_____	_____
L. Karen Monroe	(Name of Representative)
_____	Joanne Clark, Senior Director Educational Services _____
Alameda County Superintendent of Schools	Printed Name and Title
Date: _____	Date: August 6, 2020

_____
(Associate Superintendent Signature)

_____ Date:_____
Printed Name and Title