**MEMORANDUM of UNDERSTANDING (MOU)**

Between **San Leandro Unified School District and**
California Association for Bilingual Education (CABE**)**
for *2020-2021*

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and San Leandro USD and serves to outline the details and responsibilities of CABE and San Leandro USD, respectively, in regard to CABE providing a Parent Specialist to deliver **Project 2INSPIRE's 2 sessions total cost of *$4,000*,** which are also outlined in the scope of work Appendix A.

**Responsibilities of San Leandro USD**

- To schedule the Project 2INSPIRE (P2I) sessions in collaboration with CABE.
- To notify CABE Project Coordinator, Daniela Hernandez of date/time changes for the parent leadership sessions in a timely manner:
    - Once San Leandro USD and CABE have mutually agreed upon the date/time for the P2I, CABE Parent Specialist assigned must be notified of any changes in date/time at least ten (10) business days prior to the originally scheduled day and time of the sessions.
    - If notice is received less than ten (10) business days prior to the originally scheduled day and time of the session, San Leandro USD and will be liable for any additional consultant costs related to the date/time change(s), if applicable.
- To provide an appropriate location for the sessions at no cost to CABE;
- To provide the audiovisual equipment for the presentations, requested by CABE in advance;
- To provide technical support during the delivery of virtual Project 2INSPIRE sessions, if using a District/Site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- Provide administrative support to CABE Facilitator when necessary; and
- Limit the number of participants to a maximum of 70.
    - Participants are defined as those who attend, even for only a portion of the day, whether they are formally registered/paid or not (provided however, such term shall not include those staff individuals present who provide audiovisual equipment, materials/handouts or administrative support.
- If the number of participants exceeds 70, CABE must be notified at least 2 weeks in advance. An additional Parent Specialist may be assigned to the presentation to support participant engagement and additional materials may need to be prepared.

## Responsibilities of CABE

- Provide all content and curriculum; and
- Provide a Parent Specialist to present the Project 2INSPIRE sessions; and
- When in-person Project 2INSPIRE sessions is not an option due to the Covid-19 pandemic or any other reason beyond CABE's control, provide the sessions through a virtual platform, with modifications as needed; and
- Provide a graduation celebration for all that complete full course content in person or virtually.

## Virtual Delivery

- If in-person professional development is not an option due to the Covid-19 pandemic or any other reason beyond CABE's control, CABE will coordinate with district to provide Professional Development through a virtual platform, with modifications as needed (time, materials, etc.).
- CABE will provide the Zoom Virtual Platform and set up unless District/Site selects to use and set up a different platform. District is responsible for providing technical support to CABE facilitator for training, managing, setting up, and monitoring the session.
- Only CABE may record the trainings if the District or site does not approve the recording it should be communicated to CABE prior to the start of date.
- CABE will notify Participants before the start of the trainings that CABE will be recording the session.
- Participants who consent but do not wish to be seen on the camera, or do not want their background visible, may also turn their cameras off or utilize virtual backgrounds at any point during the meeting.
- Information that Participants want kept private during meetings is their responsibility.
- Participants may not display, post, or otherwise use language or material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, or threatening.

## Budgeting

At contract signing, a PO for $4,000 submitted to CABE Parent Coordinator Ms. Daniela Hernandez via email dani@gocabe.org. Checks will be made payable to the California Association for Bilingual Education. We will schedule the work for this project upon acceptance of this proposal, a signed district contract is submitted to CABE and will deliver the program based on your approved schedule for your school.

CABE Project 2INSPIRE Coordinator will invoice San Leandro USD and for the remaining amounts due once all services have been completed.

## Intellectual Property

CABE retains all intellectual property rights to the content of the Project 2INSPIRE presentations.
CABE retains the right to record virtual and in-person Project 2INSPIRE sessions for internal quality control purposes. Only CABE may record its presentations and any recordings are the sole property of CABE.

## Insurance

CABE shall provide to San Leandro USD and a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $3,000,000 aggregate and $1,000,000 per occurrence. CABE will provide evidence of Workers' Compensation insurance coverage for all CABE Parent Specialist upon request.

## Indemnification

A. Insofar as permitted by law, San Leandro USD and shall assume the defense and hold harmless CABE 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 San Leandro USD, its officers, agents or employees.

B. Insofar as permitted by law, CABE shall assume the defense and hold harmless San Leandro USD 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 CABE its officers, agents or employees.

C. It is the intent of San Leandro USD and CABE 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. San Leandro USD and CABE 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. San Leandro USD and CABE further agree to cooperate in 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.

## Termination

Either party may terminate this MOU without cause upon (30) days prior written notice to the other party. If terminated by the District, the District will be responsible for costs incurred up to the date of termination. If in-person sessions is not an option at any point during the school year due to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the Project 2INSPIRE sessions through a virtual platform, with modifications as needed, or the parties will reschedule the sessions to a mutually agreeable date.

**Notices**

Any notice required to be given by the terms of this MOU 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 San Leandro USD: San Leandro USD
835 E. 14th St.
San Leandro, CA 94577

To CABE: California Association for Bilingual Education
20888 Amar Road Walnut, CA 91789

**Integration**

This MOU represents the entire and integrate agreement between San Leandro USD and CABE for the services described above, and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of San Leandro USD and CABE.

**Representation of Authority**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, San Leandro USD and CABE have executed this MOU as of the date first above written.

Jan Gustafson-Corea

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| _____ | _____ |
| Authorized Representative of<br>San Leandro USD<br>835 E. 14th St.<br>San Leandro, CA 94577<br>(510) 667-3522<br>Date:_____ | Jan Corea, CABE CEO<br>California Association for Bilingual<br>20888 Amar Road<br>Walnut, CA 91789<br>(626) 814-4441<br>Date: _____ |

# EXHIBIT A SCOPE OF WORK

## I. GENERAL SCOPE:

The Contractor will provide (2) two-hour sessions in English using CABE's Parent Leadership Curriculum during the 2020-2021.

**A total of $4,000 for the 2020-2021 school year.**

## II. CONTRACT MONITORS:

The Contractor assigns **Daniela Hernandez** dani@gocabe.org, as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms, or conditions of this agreement without a formal contract amendment.

## III. TASKS TO BE ACCOMPLISHED:

A. CABE Parent Specialist will provide:

*2 two-hour sessions in English, using topics from CABE's P2i Curriculum during the 2020-2021 school year with San Leandro USD held virtually through ZOOM. Training workshops dates TBD.