California Association for Bilingual Education

MEMORANDUM of UNDERSTANDING (MOU)

Between **San Leandro Unified School District and**
California Association for Bilingual Education (CABE)for
2021-2022

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 **virtually** deliver **6 ELAC/DELAC training sessions for a total cost of *$12,000* plus interpretation and translation services for the amount of $*1,254.78* for a grand total of *$13,254.78*** which are also outlined in the scope of work Appendix A.

Responsibilities of San Leandro USD

- To schedule the **ELAC/DELAC virtual training sessions** in collaboration with CABE.
- To notify CABE Contract Project Coordinator, Ms. Maria Valencia via email at mvalencia@gocabe.org 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 **ELAC/DELAC training**, 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 andtime 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 forany 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 ELAC/DELAC training** sessions, ifusing a District/Site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduation participants a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary.
- 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.

- If the site exceeds 70 participants, the cost per participant beyond 70 will be ($175 each and added to the total cost of the MOU.

Responsibilities of CABE

- Provide all content and curriculum.
- Provide a Parent Specialist to present the **ELAC/DELAC** training sessions.
- When in-person training sessions is not an option due to the Covid-19 pandemic or any other reason beyond CABE's control, provide the sessions through avirtual or hybrid platform, with modifications as needed.
- 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 or hybrid** 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 supportto 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 recordingit 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 anypoint during the meeting.
- Information that participants want to 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. This could be subject to removal from the class.

Budgeting

At contract signing, a **PO for $13,254.78 submitted** to CABE Contract Project Coordinator Ms. Maria Valencia via email mvalencia@gocabe.org. Checks will be made payable to the California Association for Bilingual Education. We will schedule the work for this project upon acceptanceof this proposal, a signed district contract is submitted to CABE and will deliver the program based on your approved schedule for your school.

CABE Contract Project 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 **ELAC/DELAC training presentations.**
CABE retains the right to record virtual and in-person **ELAC/DELAC training** 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** 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 mayarise 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 costof 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 are not an option at any point during the school yeardue to the Covid-19 pandemic or other cause outside the control of the parties, CABE will provide the **ELAC/DELAC training sessions** through a virtual or hybrid 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 givenwhen 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

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 signedby 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 datefirst above written.

Authorized Representative of
San Leandro USD
835 E. 14th St.
San Leandro, CA 94577
(510) 667-3522

Date:

Jan Corea, CABE CEO
California Association for Bilingual
20888 Amar Road
Walnut, CA 91789
(626) 814-4441

Date: **11/19/21**

EXHIBIT A SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide **3 virtual Spanish and 3 virtual English 1.5-hour sessions for a total of 6 sessions** during the 2021-2022 school year for a total amount of **$12,000** plus **$1,254.78** for interpretation/translation services for a grand total of **13,254.78.**

II. CONTRACT MONITORS:

The Contractor assigns **Ms. Maria Valencia** via email at **mvalencia@gocabe.org** as the project contract Monitor to oversee this project. Said 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:

6 1.5-hour training sessions. 3 in Spanish and 3 in English, using topics from CABE's ELAC/DELAC Curriculum during the 2021-2022 school year with **San Leandro USD** held virtually through ZOOM.

Training session dates and interpretation/translation services are as follows:

1. **December 9th, 2021 (AM and PM)/ Translation $487.00/Interpretation $150.00**
2. **January 27th, 2022 (AM and PM)/Translation 317.78/Interpretation $150.00**
3. **Pending-March 1st, 2022 (AM and PM)/Translation (TBD)/ Interpretation $150.00**