



## MEMORANDUM OF UNDERSTANDING

- PARTIES:** This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Alameda USD**.
- PURPOSE:** The purpose of this M.O.U. is to enable the ACOE and **Alameda USD** to **successfully implement K12 SWP ALIGNMENT BAY AREA Alternative Pathways to Teaching**.
- TERM:** This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period until September 30, 2020.

### SCOPE OF SERVICES:

- A. The ACOE shall:
- Provide financial oversight and distribution of grant funds.
  - Organize grantees to contribute to the development of pathway maps, which will include identifying necessary skills for the pathways and determining the course, WBL experiences/timelines, and certificates needed.
  - Organize and implement Professional Learning Communities and opportunities for staff
  - Explore, develop, and create MOU's for dual enrollment classes in partnership with LEA's and community colleges.
  - Work with collaborative partners, consult with industry partners to identify desired certificates in targeted industry sectors, identify current certificates, skills, and 'lead forward' certificates and adopt new certificate programs as needed.
  - Work with collaborative partners, consult with industry partners to complete reporting mandated by the Bay Area Community College Consortium.
- B. The **Alameda USD** shall **complete services in attached scope of work**.

### INSURANCE:

During the term of this M.O.U., ACOE shall provide to **Alameda USD**, and **Alameda USD** 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 **Alameda USD**, and **Alameda USD** 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 **Alameda USD** 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 **Alameda 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 the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, **Alameda USD** 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 **Alameda USD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **Alameda USD** 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 **Alameda USD** 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 **Alameda USD** 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 **Alameda USD** under the terms and conditions of this Agreement, ACOE shall pay **Alameda USD** the amount of \$7,082. **Alameda USD** shall invoice ACOE on a quarterly basis.

#### **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 Alameda USD:                      **Alameda USD**  
   **2060 Challenger Dr.**  
   **Alameda, CA, 94501**

**INTEGRATION:**

This M.O.U. represents the entire and integrate agreement between ACOE and **Alameda USD**, 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 **Alameda USD**.

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

ALAMEDA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
(Manager Signature)

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

\_\_\_\_\_  
(Associate Superintendent Signature)

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_

**Alameda USD**

  
\_\_\_\_\_  
(Name of Representative)

**PASQUALE SCUDERI,**  
\_\_\_\_\_  
Printed Name and Title **SUPERINTENDENT**

Date: **8-13-2019**

## AUSD Scope of Work

Date	Grant Activity	Scope of Work	Partner Input	Deliverables	Evidence
July 2019 - Dec 2019	Align K14 CTE Pathways	Align high school pathways to community college pathways: creating the map forward to success.	Participate and contribute to pathway mapping and implementation.	Pathway map	Printable and online version of high school coursework that aligns with community college course work
July 2019 - Sept 2020	High School CTE Classes	Add Additional High School courses to complete and connect pathways.	Adopt ECE course.	Course outline and lesson	Master schedule with new course
			Teach ECE course.	Number of students attending classes	Student data of class enrollment
July 2019 - Sept 2020	Certificates	Add certificates to high school programs that teach now and lead forward	With ACOE and other collaborative partners, consult with industry to identify desired certificates in targeted industry sectors, identify current certificates, skills, and 'lead forward' certificates and adopt new	Number and percentage increase of certificates offered in these pathway programs	Course schedule including certificate opportunities

			certificate programs as needed.	<div>Document number of certificates obtained by students, identifying their relevant skills and competencies</div> <div>Document number of students obtaining "lead forward" certificates that matriculate to the community college connected pathway</div>		
July 2019 - Sept 2020	Dual Enrollment	Weave in dual enrollment courses in the Pathways especially short courses and boot camps.	<div>Explore, develop, and create MOU's for dual enrollment classes in partnership with ACOE, LEA's, and other community colleges</div> <div>Offer dual enrollment courses after school and summer. Plan for integration into the school day</div>	<div>MOU for dual enrollment classes between LEA's and community colleges</div> <div>Increase the number of students in dual enrollment courses in high school campus, on a community college campus, in distance learning enrollment and hybrid distance learning courses</div> <div>Percentage of students completing the course</div> <div>Number and percentage of students graduating</div>	<div>Signed MOU between Community College and LEA</div> <div>Number of students attending in specified dual enrollment courses</div>	

July 2019 - Sept 2020	Work Based Learning	Increase local work-based learning through regional systems such as Earn and Learn.	Promote WBL experiences through strategic connections with industry and non-profit partners	from high school.	Catalogue of WBL experiences
				Number of students who take part in WBL experiences	List of students participating in WBL related to specific industry sectors
July 2019 - Sept 2020	Professional Development	Create Professional Learning Spaces for K12/CC faculty to learn, share and grow in their careers	Assign CTE faculty to attend PLC meetings specific to this grant.	Number of CTE faculty who participate in PLC	List of PLC members
				Hours each faculty members participates in PLC	Sign-in Sheet Agendas Document of PLC activities
				Number of faculty who attend Summer Institutes	CTE faculty Summer Institute registration
				List of CTE faculty who took part in specific training	Sign-in sheet

Sept 2019 - Sept 2020	Reporting		Work with partners to collect information	Quarterly financial invoice  Information mandated by funder	To be announced.
--------------------------	-----------	--	--	---	---------------------