



MEMORANDUM of UNDERSTANDING (MOU)

**Between Eliot Elementary-Gilroy USD 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 Eliot Elementary-Gilroy USD and serves to outline the details and responsibilities of CABE and Eliot Elementary-Gilroy USD, respectively, in regard to CABE providing a Parent Specialist to deliver **Project 2INSPIRE's 6 sessions total cost of \$3,000**, which are also outlined in the scope of work Appendix A.

Responsibilities of Eliot Elementary-Gilroy 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 Eliot Elementary-Gilroy 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, Eliot Elementary-Gilroy 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 25.
 - 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 25, 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 CAFE

- 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 CAFE'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 CAFE's control, CAFE will coordinate with district to provide Professional Development through a virtual platform, with modifications as needed (time, materials, etc.).
- CAFE 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 CAFE facilitator for training, managing, setting up, and monitoring the session.
- Only CAFE may record the trainings if the District or site does not approve the recording it should be communicated to CAFE prior to the start of date.
- CAFE will notify Participants before the start of the trainings that CAFE 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 \$3,000 submitted to CAFE 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 CAFE and will deliver the program based on your approved schedule for your school.

CAFE Project 2INSPIRE Coordinator will invoice Eliot Elementary-Gilroy 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 Eliot Elementary-Gilroy 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, Eliot Elementary-Gilroy 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 Eliot Elementary-Gilroy USD, its officers, agents or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless Eliot Elementary-Gilroy 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 Eliot Elementary-Gilroy 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. Eliot Elementary-Gilroy 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. Eliot Elementary-Gilroy 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 Eliot Elementary-Gilroy USD: Eliot Elementary-Gilroy USD -
475 Old Gilroy Street
Gilroy, CA 95020

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

Integration

This MOU represents the entire and integrate agreement between Eliot Elementary-Gilroy USD and CABA 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 Eliot Elementary-Gilroy USD and CABA.

Representation of Authority

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

IN WITNESS WHEREOF, Eliot Elementary-Gilroy USD and CABA have executed this MOU as of the date first above written.



Authorized Representative of
Eliot Elementary-Gilroy USD
475 Old Gilroy Street
Gilroy, CA 95020
(669) 205-4300
Date: _____

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

EXHIBIT A SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide (1 cohort) 6 sessions of 1.5 hr. training workshops in Spanish Project 2INSPIRE Parent Leadership Awareness Level for **\$3,000** during the 2020-2021 school year a total of= **\$3,000**

A total of \$3,000 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. CAFE Parent Specialist will provide:

*6 sessions, 1.5-hour training workshops on topics from CAFE's P2i Awareness Level during the 2020-2021 school year with Eliot Elementary-Gilroy USD held virtually through ZOOM. Training workshops dates TBD.