



## **MEMORANDUM of UNDERSTANDING (MOU)**

Between **Azusa Unified School District** and  
California Association for Bilingual Education (CABE)  
for **2024-2025**

This agreement is entered into by and between the California Association for Bilingual Education (CABE) and **Azusa Unified School District (USD)** and serves to outline the details and responsibilities of CABE and **Azusa USD**, respectively, in regard to CABE providing a **Parent Specialists** to deliver **two (2) Project 2INSPIRE's onsite Spanish and English Mastery Level** for a total cost of **\$20,900** which are also outlined in the scope of work Appendix A.

### **Responsibilities of Azusa Unified School District**

- To schedule the Project 2INSPIRE (P2I) sessions in collaboration with CABE.
- To notify CABE Coordinator, **Eloisa Nunez via email at [eloisa@gocabe.org](mailto:eloisa@gocabe.org)** of date/time changes for the parent leadership sessions in a timely manner:
  - Once **Azusa 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, **Azusa USD** 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 onsite/virtual Project 2INSPIRE sessions, if using a school/site sponsored meeting platform.
- To meet and accommodate the needs of any of their participants as needed, including interpretation.
- To print and provide all graduating participants with a copy of their certificate.
- Provide administrative support to CABE Facilitator when necessary.
- To 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, CAFE 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.
- If the site exceeds 25 participants, the cost per participant beyond 25 will be (\$175 each) added to the total cost of the MOU.

### **Responsibilities of CAFE**

- Provide all content and curriculum.
- Provide a **Parent Specialist** to present the Project 2INSPIRE sessions.
- When **onsite** 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.
- Provide a PDF version of certificate for site to print and distribute.
- Provide a graduation celebration for all that complete full course content in person or virtually.

### **Virtual Delivery**

- If **onsite** professional development is not an option due to the Covid-19 pandemic or any other reason beyond CAFE's control, CAFE will coordinate with **Azusa USD** to provide Professional Development through a virtual platform curriculum with modifications as needed (time, materials, etc.).
- CAFE will provide the Zoom Virtual Platform and set up unless school/site selects to use and set up a different platform. The district is responsible for providing technical support to CAFE facilitator for training, managing, setting up, and monitoring the session.
- Only CAFE may record the training if the school 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. This could be subject to removal from the class.

### **Budgeting**

**At contract signing**, a PO must be submitted to CAFE Coordinator **Eloisa Nunez via email [eloisa@gocabe.org](mailto:eloisa@gocabe.org)**

CAFE Project 2INSPIRE Contract Coordinator will invoice **Azusa USD** by **May 1, 2025**, for all delivered and scheduled dates through **June 30, 2025**.

### **Intellectual Property**

CAFE retains all intellectual property rights to the content of the Project 2INSPIRE presentations.

CABE retains the right to record virtual and **onsite** 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 **Azusa 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, **Azusa 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 may arise by reason of the sole fault or negligence of **Azusa USD**, its officers, agents, or employees.
- B. Insofar as permitted by law, CABE shall assume the defense and hold harmless **Azusa 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 **Azusa 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. **Azusa 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. **Azusa 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 school, the school will be responsible for costs incurred up to the date of termination. If **onsite** sessions are 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: **Azusa USD**

**Azusa Unified School District  
546 S Citrus Avenue  
Azusa, CA 91702**

To: CABE

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

**Integration**

This MOU represents the entire and integrated agreement between **Azusa 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 **Azusa 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, **Azusa USD** and CABE have executed this MOU as of the date first written above.



**Norma Carvajal Camacho,**  
Assistant Superintendent, Ed.Services, AUSD  
**546 South Citrus Avenue**  
**Azusa, CA 93101**  
**(626) 967-6211**

**Dr. Edgar Lampkin, Chief Executive Officer**  
**California Association for Bilingual Education**  
**20888 Amar Road**  
**Walnut, CA 91789**  
**(626) 814-4441**

Date:

Date: 8/1/24

**EXHIBIT A SCOPE OF WORK**

**I. GENERAL SCOPE:**

The Contractor will provide **two (2) twelve (12) 2–3-hour onsite training** workshops in **Spanish and English**, on topics from the California Association for Bilingual Education’s (CABE’s) **Project 2INSPIRE Parent Leadership Development Program (P2i) Mastery Level**, for a **total of \$20,900** during the **2024-2025 school year**.

**II. CONTRACT MONITORS:**

The Contractor assigns **Eloisa Nunez at eloisa@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:

1. **Two** twelve (12) 2-3-hour **onsite** training workshops in **Spanish and English**, on topics from CAFE's **P2i Mastery Level during the 2024-2025 school year with Azusa USD**. Training workshop dates TBD.