MEMORANDUM OF UNDERSTANDING BETWEEN
MENDOCINO COUNTY OFFICE OF EDUCATION (MCOE) AND
ARENA UNION ELEMENTARY SCHOOL (LEA)

Mendocino Mathematics Improvement Community

I. Recitals

A. This Memorandum of Understanding is entered into by and between Mendocino County Office of Education (MCOE) and ARENA UNION ELEMENTARY SCHOOL (LEA).
B. MCOE intends to support Mathematics Leadership throughout the county through the Mendocino Mathematics Improvement Community (MMIC) and training in modules to support instruction.
C. MCOE and LEA are entering into this MOU in participation in the Mathematics Professional Learning Partnership Grant (MPLP) funded by the state of California through County Offices.
to clearly define the expectations and fiscal agreements related to the services provided and funds received.

II. Terms

The effective date of this Agreement is from **September 30, 2026, to June 18, 2027**. The terms of this Agreement shall remain in force unless mutually amended. Either party may terminate this Agreement upon 30 days written notice.

III. Scope of Work:

MCOE Shall:

A. Host MPLP trainings, including:
    a. Host up to five MMIC sessions in the 26/27 school year (9/17, 10/15, 1/14, 3/25, 5/27)
B. Recruit LEA teams to attend MMIC sessions
C. Document the attendance of participants
D. Collect and submit data for program evaluation, including school, district, and teacher data as required.
E. Support LEA leads and provide leadership, coaching, and technical assistance with the provided training.

The project coordinator for this program is:
Name: **Randee Koller**
Email: **rkoller@mcoe.us**
Phone Number: **707-467-5055**

LEA Shall:

A. Agree that if the required program activities are not completed or if there is a lack of participation in meetings, funding for the LEA could be reduced or withdrawn.
B. Identify a person to serve as the lead contact person for work related to and attendance at MPLP-funded sessions - MMIC
C. Register participants for MMIC sessions (9/17, 10/15, 1/14, 3/25, 5/27)
D. Provide data for program evaluation, including school, district, and teacher data as required.

IV. Fiscal/Budgeted Agreements

MCOE shall:

Provide sub costs for the attendees (not including Superintendent or Director) at a rate of $200 per person per MMIC session, not to exceed **$3000.**

LEA/ Shall**:**

Submit invoices and any required documentation to:

Mendocino County Office of Education
Accounts Payable:
mcoeacctpay@mcoe.us

Invoice MCOE at a rate of $200 per person per session at MMIC sessions (9/17, 10/15, 1/14, 3/25, 5/27), not to exceed **$3000.**

Invoices will be due February 1, 2027, and June 1, 2027.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

V. General Terms

1) Indemnification

Each party (the **LEA/COE** and **MCOE**) shall indemnify, defend, and hold harmless the other party, including their respective officers, employees, agents, and representatives, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, and damages (including, without limitation, interest, penalties, and reasonable attorney fees and costs) that arise from, or are related to, any breach or failure of the indemnifying party to perform any of the representations, warranties, and agreements contained in this Agreement.

2) California Law

This Agreement shall be governed by, and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Mendocino County, California.

3) Rules and Regulations
All rules and regulations of MCOE and all federal, state, and local laws, ordinances and regulations are to be observed strictly by staff members providing services pursuant to this Agreement.

4) Audit
MCOE or its agent shall have the right to review and to copy any LEA/COE/Partner Agency records and supporting documents pertaining to the performance of this MOU. LEA/COE agrees to maintain such records for a minimum of three years.

5) Independent Agents
This MOU is by and between independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents. LEA/COE/Partner Agency employees shall have no rights to MCOE employee benefits, including pension, retirement, health and welfare, and any other similar benefits as a result of this Agreement.

6) Nondiscrimination
Any service provided by the parties pursuant to this Agreement shall be free from discrimination based on sex, sexual orientation, ethnic-group identification, race, ancestry, national origin, religion, color, mental or physical disability, pregnancy, marital or parental status, or any other unlawful consideration.

7) Insurance
All parties shall maintain in full force Commercial Liability Insurance with limits of no less than $1,000,000 per occurrence. Such a requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.