



## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MOU) is made and entered into as of the \_\_\_\_\_ by and between, \_\_\_\_\_, an adult education agency or consortium, referred to herein as **AGENCY**, and the Outreach and Technical Assistance Network at the Sacramento County Office of Education (SCOE), referred to herein as **OTAN**.

WHEREAS, OTAN has developed a Canvas Trust Agreement with Instructure to leverage statewide pricing for Canvas instances, licenses, and professional learning and support services (CANVAS) for adult education agencies throughout California.

WHEREAS, AGENCY seeks and OTAN desires to give access to and use of the CANVAS learning management system (LMS); and the purpose of this MOU is to define the respective roles and responsibilities of AGENCY and OTAN to allow this access.

AGENCY and OTAN hereby agree as follows:

- A. Duration of MOU. This MOU is in effect from the date of execution to June 30, 2024.
- B. AGENCY Access to CANVAS LMS. Canvas licensing and related supports are allowable expenditures for both CAEP (California Adult Education Program) and WIOA (Workforce Innovation and Opportunity Act) Title II funds. Access includes the following services:
  1. Access to Canvas – K-12 Subscription, limited to maximum number of users provided to the AGENCY. The initial 50 licenses will be provided by OTAN.
  2. Access to Canvas – Tier 1 24x7 Support per user – applies to instructors and adult learners
  3. Access to Canvas Training Subscription – unlimited use for all users to instructor led online training
  4. Access to Studio Subscription – limited to number of users provided to the AGENCY
  5. Access to Canvas learning management system – limited to one AGENCY access
- C. AGENCY Fees. OTAN will waive a one-time fee of \$2600 to establish one AGENCY access to CANVAS LMS. Agency will pay an annual \$5.50 per user license fee for all access levels. Additionally, an annual 14% LMS management fee will be applied for the processing of all **licenses**. (CAEP and WIOA II funds may be used for these fees.)

Indicate the additional number of licenses needed above the 50 provided by OTAN for 2023-2024. The annual fee is \$5.50 per user. (For example, if AGENCY needs 150 total licenses and OTAN is providing the initial 50, the requested licenses would be 100.)

\_\_\_\_\_ licenses

- D. AGENCY Deadlines. AGENCY shall submit to OTAN a signed MOU with a purchase order for the amount of the fees as outlined in Paragraph C above. Full payment will be due within 30 days of the receipt of invoice. AGENCY will be responsible for full payment of any commitment of licenses and management fee as requested in Paragraph C above. If AGENCY fails to timely pay, access to CANVAS LMS may be turned off until the next contract year which may result in a loss of data. Agencies that join during the program year will work directly with OTAN to determine fiscal due dates and costs for access to CANVAS LMS.
- E. OTAN Support. OTAN shall maintain the Canvas Trust agreement with Instructure on behalf of adult agencies within California. OTAN will be responsible for negotiating statewide leveraged pricing for Canvas instances, licensing, and support services. In addition to 24x7 support provided by Canvas, OTAN will support AGENCY with OTAN shared courses, professional development, and technical support for successful implementation. OTAN, with support from AGENCY, will provide no less than annual reports to the California Department of Education Adult Education Office on the success of Canvas implementation for adult education agencies.
- F. Miscellaneous Provisions
1. Entire Agreement. This MOU, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of the MOU between AGENCY and OTAN pertaining to the subject matter of this MOU. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.
  2. Amendment. The provisions of this MOU may be modified only by mutual agreement of the parties in writing. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
  3. Waiver. Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.
  4. Assignment. Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.
  5. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to any party to this MOU, nor shall any provision give any third party any right of subrogation or action against any party to this MOU.

6. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full for force and effect and shall in no way be impaired or invalidated.
7. Governing Law. The rights and obligations of the parties and the interpretation and performance of this MOU shall be governed by the laws of California, excluding any statute which directs application of the laws of another jurisdiction.
8. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses listed on the signature page, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.
9. Authority to Enter into MOU. Each party to this MOU represents and warrants that it has the full power and authority to enter into this MOU and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of the MOU.
10. Independent Contractor. Each party to this MOU is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other party.
11. Mutual Indemnification. Each party shall indemnify, defend and hold the other harmless from all liabilities, costs and expenses (including, without limitation, attorney fees) that such party may suffer, sustain or become subject to as a result any misrepresentation or breach of warranty, covenant or agreement of the indemnifying party in performance of its obligations under this MOU.
12. Conflict of Interest. The parties to this MOU have read and are aware of the provisions of Section 1090 and following and 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. Each party represents that it is aware of no financial or economic interest of any officer or employee of contractor relating to this MOU.
13. Nondiscrimination. Any service provided by the parties pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
14. Counterparts. This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.
15. Insurance. All parties shall maintain in full force Commercial Liability insurance with limits of no less than \$2,000,000 per occurrence. Such a requirement may be satisfied by coverage through a joint power's authority. Evidence of insurance coverage shall be furnished upon request by a party to this MOU.

AGENCY

By \_\_\_\_\_  
Authorized Signatory Name (print name and title):

\_\_\_\_\_

Name of **AGENCY**: \_\_\_\_\_

Address: \_\_\_\_\_

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

Outreach and Technical Assistance Network

By: \_\_\_\_\_  
Signatory Name (print name): \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

OTAN Address: 10474 Mather Blvd.  
Mather, CA 95655

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