**Alameda County Office of Education**
Sheila Jordan, Superintendent
313 West Winton Avenue • Hayward, CA 94544-1198

# MEMORANDUM OF UNDERSTANDING

among and between

Alameda County Office of Education ("ACOE")

and

San Leandro Unified School District ("the District")

for

Violence Eliminations and Safety for San Leandro (VESSL)
Falcon's Nurturing Every Student Today (NEST)
School Community Violence Prevention Grant for the
2012-13 School Year (**"VESSL and Falcon's NEST")**

## I. TERM OF MOU

This Memorandum of Understanding ("MOU") between the Alameda County Office of Education ("ACOE") and the San Leandro Unified School District ("District") shall commence on July 1, 2012 and shall terminate on June 30, 2013.

## II. PURPOSE

The purpose of the MOU is to define the roles and responsibilities of the parties as part of "Falcon's NEST", and "VESSL" (services for John Muir and Bancroft Middle Schools and San Leandro High School) a School Community Violence Prevention grant ("Grant"), as funded by the California Department of Education. NOTE: These funds have been designated Tier III, and are now under control of the Alameda County Office of Education.

## III. ROLES AND RESPONSIBILITIES OF ACOE

A. ACOE shall provide $150,000 to San Leandro Unified School District for a variety of services at San Leandro High School, John Muir Middle School, and Bancroft Middle School. Specific budget items are listed below.

B. ACOE shall provide $90,000 to San Leandro Unified School District who will hire two Gang Intervention Specialists who will coordinate anti-gang activities at John Muir Middle School/Bancroft Middle School and San Leandro High School. ACOE will assist with training and coordination the Gang Intervention Specialists.

C. ACOE shall provide $10,000 to San Leandro Unified School District to stipend up to 10 teachers/counselors up to $1,000 each ($5,000 SLHS, $5,000 JMMS) for coordination of the "Season of Service, Period of Peace," at the JMMS and SLHS campuses. ACOE will assist with "Season of Service, Period of Peace" training and coordination.

D. ACOE shall provide $18,000 to San Leandro Unified School District who will hire a .2 FTE instructor to teach a Peer Resource class at San Leandro High School. This class will engage in culture and climate activities, train students to engage in peer mentoring activities, and provide campus coordination for the Season of Service, Period of Peace. ACOE will assist with training and coordination for this course.

E. ACOE shall provide $3,000 to San Leandro Unified School District who will stipend up to 12 teachers to engage in service-learning and community service projects as part of the "Season of Service, Period of Peace at San Leandro High School.
F. ACOE shall provide $2,000 to San Leandro Unified School District for "Season of Service, Period of Peace" supplies at San Leandro High School.
G. ACOE shall provide $2,000 to San Leandro Unified School District for Gang Intervention Specialist activities at San Leandro High School.
H. ACOE shall provide $5,000 to San Leandro Unified School District for a Parent Volunteer Coordinator for John Muir Middle School ($4,000 stipend, $1,000 supplies)) who will recruit, train and monitor parent and community volunteers to assist with campus supervision before school, during lunch, and after school.
I. ACOE shall provide $5,000 to San Leandro Unified School District for Intramural Sports programs and supplies for John Muir Middle School.
J. ACOE shall provide $5,000 to San Leandro Unified School District for Student Leadership/Non-Violence Programs and supplies for John Muir Middle School.
K. ACOE shall provide $5,000 to San Leandro Unified School District for the Sandwich Program and supplies for John Muir Middle School. $2,000 of these funds will be used for supplies. $2,000 will be used for coordination stipends. $1,000 will be paid to J.C. Orton (Night on the Streets, Catholic Worker) for coordination.
L. ACOE shall provide $5,000 to San Leandro Unified School District for Faculty Training for John Muir Middle School.
M. ACOE shall maintain regular contact with SLHS and JMMS administrators and teachers on program elements as part of grant coordination.

**IV. ROLES AND RESPONSIBILITIES OF THE DISTRICT**

A. The District shall coordinate activities of the Grant in coordination with ACOE staff.

B. The District shall hire and supervise two Gang Intervention Specialists. The District shall provide each Gang Intervention Specialist with a confidential workspace; complete with phone, a locking file cabinet and a computer. In sum, the Gang Counselor shall be responsible for:

1. Recruiting at least 30-50 gang members or "wannabes" at JMMS, Bancroft, and SLHS.
2. Providing one-on-one and group support, during and after school.
3. Engaging students in community service and job training activities.
4. Making presentations to faculty, parents, and community members.

C. The District shall hire and supervise 10 teachers/counselors (5 for SLHS, 5 for JMMS) and stipend them up to $1,000 each for coordination of the "Season of Service, Period of Peace," at the JMMS and SLHS campuses.
D. The District shall hire and supervise a .2 FTE instructor to teach a Peer Resource class at San Leandro High School. This class will engage in culture and climate activities, train students to engage in peer mentoring activities, and provide campus coordination for the Season of Service, Period of Peace.
E. The District shall hire and stipend up to 12 teachers to engage in service-learning and community service projects as part of the "Season of Service, Period of Peace at San Leandro High School.
F. The District shall reimburse up to $2,000 of supplies for the "Season of Service, Period of Peace" at San Leandro High School.
G. The District shall reimburse up to $2,000 of supplies for the Gang Intervention programs at San Leandro High School.
H. The District shall stipend and supervise a Parent Volunteer Coordinator for John Muir Middle School. The District shall reimburse up to $1,000 for Parent Volunteer program supplies.
I. The District shall stipend and supervise an Intramural Sports programs John Muir Middle School. The District shall reimburse for supplies.

J. The District shall stipend and supervise a Student Leadership/Non-Violence program for John Muir Middle School. The District shall reimburse for supplies.
K. The District shall stipend and supervise a Sandwich Program and supplies for John Muir Middle School. $2,000 of these funds will be used for supplies. $2,000 will be used for coordination stipends. $1,000 will be paid to J.C. Orton (Night on the Streets, Catholic Worker) for coordination.
L. The District shall provide Faculty Training for John Muir Middle School.
M. The District shall maintain regular contact with ACOE as part of grant coordination.

**VI. ADDITIONAL TERMS OF AGREEMENT**

A. District agrees to indemnify, defend and hold harmless ACOE and its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of District, its governing board, officers, agents or employees in the performance of this MOU.

B. ACOE agrees to indemnify, defend and hold harmless District, its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of ACOE, its governing board, officers, agents or employees in the performance of this MOU.

C. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all other agreements, either oral or written, which may exist between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements which are not embodied herein have been made by any party and that no agreement, statement or promise not contained herein shall be binding on the parties.

D. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

E. Jurisdiction. This Agreement is hereby deemed to have been made and entered into by the parties at Alameda, California and shall be construed according to the laws of the State of California.

F. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

G. Changes. No amendment, alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

H. Authority. Each party hereby represents and warrants that he/she/it had full power and authority to enter into and perform his/her/its obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into it. Each party acknowledges that he/she/it has read, understands and agrees to be bound by the Agreement.

I. Any notices to be given by any party to the others shall be in writing, either by personal delivery or by mail postage prepaid. Mailed notices shall be addressed to the parties at the following addresses:

Alameda County Office of Education:
Naomi Eason
313 W. Winton Avenue, Hayward, CA 94544

San Leandro Unified School District:
Cindy Cathey
14735 Juniper Street, San Leandro, CA 94579

Notices mailed by regular mail shall be deemed received as of five days after mailing. Each party may change its address by written notice in accordance with this Article.

This agreement may be modified by mutual consent of all parties, duly authorized and in writing.

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| Naomi Eason, Assistant Superintendent<br>Alameda County Office of Education | Date |
| Cindy Cathey, Superintendent<br>San Leandro Unified School District | Date |