MEMORANDUM OF UNDERSTANDING (MOU)

Between
Alameda County Office of Education
and
San Leandro Unified School District

This is an agreement between the Alameda County Office of Education, hereinafter called ACOE and the San Leandro Unified School District, hereinafter called SLUSD.

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of ACOE and SLUSD as they relate to implementation of the "Woodrow Wilson Dream Garden Project" that will result in the creation of a school garden and its integration into the school community.

II. BACKGROUND

ACOE operates Project EAT-Educate, Act, Thrive. Project EAT facilitates healthy changes within school sites and the school system through school site and community outreach activities. Project EAT provides professional development for teachers, afterschool program staff and community members on the integration of nutrition education and physical activity utilizing school gardens.

III. *ACOE* RESPONSIBILITIES UNDER THIS MOU

ACOE-Project EAT shall perform the following:

a) *BMI testing of student body*
b) *Teacher, staff and student surveys – pre/post intervention*
c) *Assist with volunteer recruitment for October Garden Day*
d) *Training staff & community members on how to build and maintain a school garden Advise school staff on materials and equipment selection*
e) *Support Garden Day activities for October Garden Day*
f) *Written report on implementation and outcome of grant*

IV. SLUSD RESPONSIBILITIES UNDER THIS MOU.

SLUSD shall perform the following:

a) *Principal will select curriculum team*
b) *Curriculum team will select lessons and integrate into pacing guide*
c) *Teachers will teach "Dream Garden" lesson*
d) *Principal and Curriculum Team will present design plan to school and community members*
e) *Principal and Curriculum Team will recruit volunteers for October Garden Day*
f) *Principal and Curriculum Team will assist with Garden Day activities*

g) *Principal and Curriculum Team will assist with professional development for teachers*
h) *Teachers will teach lessons in the garden*
i) *Volunteers will support garden maintenance needs*
j) *Teachers will complete pre/post-intervention surveys*
k) *Students will complete pre/post-intervention surveys*
l) *Wilson Elementary students will complete BMI testing*

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This MOU shall terminate effective December 31, 2013.

VI. FUNDING

This MOU *does* include the reimbursement of funds between the two parties.

None of the funds used in this MOU are federal funds or funds being used to match other federal funds.

VII. Status of Contract: This is not an employment contract. Nothing herein shall be construed as creating an employer-employee relationship between the parties.

VIII. Fingerprinting: Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check.

a) ACOE Determination of Fingerprint Requirement Application

ACOE has considered the totality of the circumstances concerning the work of the Contract and has determined that the SLUSD and SLUSD's employees (*check one of the following*):

____X___ are subject to the fingerprinting requirements of Education Code Section 45125.1 and/or 45125.2 and Paragraph B (below) is applicable.

____X___ are subject to TB Clearance.

_____ are NOT subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph C (below) is applicable.

b) If ACOE has determined that fingerprinting is required,

SLUSD expressly acknowledges that: (i) SLUSD and all of SLUSD's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1; (ii) SLUSD shall not permit any employee to come in contract with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony: (iii) SLUSD shall certify in writing to the ACOE that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (iv) SLUSD shall provide to the ACOE a list of names of its employees who may come in contact with students. The SLUSD shall fulfill these requirements at its own expense.

c) Even if ACOE has determined that fingerprinting is not required, the SLUSD expressly acknowledges that the following conditions shall apply to any work performed by the SLUSD and/or SLUSD's employees on ACOE site: (i) SLUSD and SLUSD's employees shall check in with the main office on site immediately upon arrival; (ii) SLUSD and SLUSD's employees shall inform the office staff of their proposed activities and location on the site; (iii) Once at such location, SLUSD and SLUSD's employees shall not change locations without contacting the site office; (iv) SLUSD and SLUSD's employees shall not use student restroom facilities; and (v) If SLUSD and/or SLUSD's employees find themselves alone with a student, SLUSD and SLUSD's employees shall immediately contact the site office and request that a member of ACOE staff be assigned to the work location.

IX. Licenses and Permits: SLUSD shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this MOU.

X Assignment: The obligations of SLUSD under this MOU shall not be assigned by SLUSD without the express written consent of ACOE.

XI Indemnification: Indemnification: SLUSD agrees to hold harmless, indemnify and defend ACOE and its officers, agents and employees from and against any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with SLUSD's performance of this MOU. SLUSD also agrees to hold harmless, indemnify and defend ACOE and its officers agents, and employees from and against any and all claims or losses incurred by any supplier, contractor or subcontractor furnishing work, services or materials to SLUSD in connection with SLUSD's performance of this MOU.

ACOE agrees to hold harmless, indemnify and defend SLUSD and its officers, agents and employees from and against any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with ACOE's performance of this MOU. ACOE also agrees to hold harmless, indemnify and defend SLUSD and its officers, agents, and employees

from and against any and all claims or losses incurred by any supplier, contractor or subcontractor furnishing work, services or materials to SLUSD in connection with ACOE's performance of this MOU.

XII **Copyright:** Any written product produced under this agreement shall be a work for hire and shall be the property of ACOE. ACOE shall have the right to secure a copyright and the product may not be used, in any manner, without ACOE's written permission.

XII **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOU.

XIII **Termination**: ACOE may at any time terminate this MOU, for any reason in ACOE's sole discretion, upon written notice to SLUSD. In that event, ACOE shall compensate SLUSD for services satisfactorily performed through the date of termination.

In addition, ACOE may terminate this MOU for cause should SLUSD fail to perform any part of this MOU. In the event of termination for cause, ACOE may secure the required services from another. If the cost to ACOE exceeds the cost of providing the services pursuant to this MOU, SLUSD shall pay the additional cost.

SLUSD may at any time terminate this MOU, for any reason in SLUSD's sole discretion, upon written notice to ACOE. In that event, SLUSD shall compensate ACOE for services satisfactorily performed through the date of termination.

In addition, SLUSD may terminate this MOU for cause should ACOE fail to perform any part of this MOU. In the event of termination for cause, SLUSD may secure the required services from another. If the cost to SLUSD exceeds the cost of providing the services pursuant to this MOU, ACOE shall pay the additional cost.

SLUSD may at any time terminate this MOU, for any reason in SLUSD's sole discretion, upon written notice to ACOE. In that event, SLUSD shall compensate ACOE for services satisfactorily performed through the date of termination.

In addition, SLUSD may terminate this MOU for cause should ACOE fail to perform any part of this MOU. In the event of termination for cause, SLUSD may secure the required services from another. If the cost to SLUSD exceeds the cost of providing the services pursuant to this MOU, ACOE shall pay the additional cost.

XIV **Litigation**: If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees. This MOU shall be governed by the laws of the State of California.

XV **Completeness of MOU:** This MOU constitutes the entire understanding of the parties and any changes shall first be agreed upon by means of a writing signed by both parties.

XVI. EFFECTIVE DATE AND SIGNATURE

The term of this MOU shall begin on October 1, 2013 and terminate on December 31, 2013.

Both parties indicate agreement with this MOU by their signatures.

Alameda County Office of Education	San Leandro Unified School District
_____	_____
Sheila Jordan, Superintendent ACOE	Mike McLaughlin, Superintendent
Date: _____	Date: _____