ALAMEDA COUNTY
OFFICE OF EDUCATION
L. Karen Monroe, Superintendent

MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and San Leandro Unified School District (SLUSD).

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and SLUSD to provide nutrition education and physical activity programs to students in the SLUSD.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue through September 30, 2016.

SCOPE OF SERVICES:

A. The ACOE shall:

Carol White Program:

- Solicit participation among the staff of the school district
- Create and maintain records of participation
- Distribute materials
- Promote consumption of fruits and vegetables through FAN classes.
- Provide materials for 8 elementary schools for the Carol White Physical Education Program.
- Evaluate implementation process of the program.
- Expand and enhance existing programming to create a quality PE and NE program
- Evaluate quality of implementation of routines
- Conduct Family Outreach education as mutually desired
- Provide food and fitness festivals
- Provide FAN series nutrition education for parents and children
- Provide technical assistance and professional development training
- Provide access to classroom videos to increase physical activity minutes
- Provide opportunity for professional development for participating teachers through SPARK
- Provide funding for Wellness Liaisons to form a wellness committee at their school and implement pieces of the wellness policy @ $1000 per school not to exceed $8,000

- Provide funding for Data Coordinator stipends- 16 positions @ $3000 each. This stipend will be paid in two installments, half in January and half in June.
- Pay up to $1,800 per one teacher at each SLUSD elementary school to attend either the state or national PE conference. Total not to exceed $14,400. Receipts will be submitted to SLUSD by teachers, then SLUSD will be reimbursed by ACOE.

Harvest of the Month Curriculum Development Program:

- Pay stipends for up to eight (8) teachers not to exceed $3,500 per teacher to write HOTM lessons for Pre-K and grades 4, 5, and 6.
- Pay stipends for up to eleven (11) teachers for Pre-K and grades 4, 5, and 6. not to exceed $1,500 per teacher for support in the revision of those HOTM lessons that includes feedback from administering assessments and piloting the lessons in their classes.
- Pay stipends for up to eleven (11) teachers for Pre-K and grades 4, 5, and 6. not to exceed $300 per teacher for their support in the revision process that includes feedback related to providing only assessments in their classes (control classrooms).
- Offer these positions specifically to teachers who have participated in the Harvest of the Month program in the past.

B. The SLUSD shall:

Carol White Program:

- SLUSD provides access to anonymous student data for program evaluation purposes, such as attendance to ACOE coordinator and ACOE program manager.
- Designate Data Coordinators to receive professional development in PE and engage in upgrading PE strategic plan.
- Assign Wellness Liaisons to gather a Wellness Team at their site that focuses on improving and implementing their wellness policy.
- Allow promotion and implementation of family and nutrition classes (FAN) at their site with appropriate space for conducting the 5 class series
- Allow collection of BMI at the school site
- Distribute guides to SPARK activities
- Support evaluation services and PE Specialist will conduct other services
- Carry out a Walk to School/Bike to School Day or other Thriving School activities
- SLUSD will pay stipends as delineated above to teachers and bill ACOE for reimbursement.

Harvest of the Month Curriculum Development Program:

- Allow ACOE to select former Harvest of the Month teachers specifically to fulfill ACOE stipend roles.
- Allow selected teachers to participate in curriculum development activities at ACOE.

- Allow selected teachers to pilot six lessons in their classrooms.
- Allow ACOE staff to interview teachers about the efficacy of the lessons they have piloted in their classrooms.
- Accept ACOE's payment for teacher stipends and distribute the amounts into selected teacher's pay.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to SLUSD, and SLUSD shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence. ACOE shall also provide SLUSD, and SLUSD shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR SLUSD shall be excess and noncontributory." Any and all insurance coverage may be provided by a **(JOINT POWERS AUTHORITY OR OTHER)** Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless SLUSD 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 ACOE, its officers, agents or employees.

B. Insofar as permitted by law, SLUSD shall assume the defense and hold harmless ACOE 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 SLUSD, its officers, agents or employees.

C. It is the intent of the ACOE and SLUSD 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. ACOE and SLUSD 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. ACOE and SLUSD further agree to cooperate in the 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/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. 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 ACOE: Alameda County Office of Education
313 West Winton Avenue
Hayward, CA 94544

To SLUSD: San Leandro Unified School District
835 E. 14th St.
San Leandro, CA 94577

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and SLUSD, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and SLUSD.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and SLUSD have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

(Manager Signature)

Printed Name and Title

Date: _____

(Associate Superintendent Signature)

GARY L. JONES, ASSOC SUPT
Printed Name and Title

Date: 10/7/15

San Leandro Unified School District

Rosanna Mucetti
(Name of Representative)

Rosanna Mucetti, Deputy Superintendent
Printed Name and Title

Date: 10/12/15