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 establish a process and protocol for providing stipends for the TUPE Site Coordinators at Middle-, High-, and Continuation-Schools who have active Tobacco Use Prevention Education (TUPE) programs.

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period, ending on **June 30, 2020.**

SCOPE OF SERVICES:

A. The ACOE's Tobacco Use Prevention Education (TUPE) program/grant will provide funding to cover the stipends for the TUPE site coordinators in the middle-, high-, and continuation schools in SLUSD.

By October 31 of each year of the consortium grant, which is funded by the California Department of Education (CDE), ACOE will provide SLUSD with the list of TUPE site coordinators identified at all comprehensive middle schools, comprehensive high schools, and continuation sites, in SLUSD, along with the stipend amount that is associated with that person. The job description for the site coordinator is shown on the following pages. Upon confirmation that the identified TUPE site coordinators attend the site coordinator training in late September, ACOE will issue SLUSD a check for the full amount of all stipends to SLUSD, with the expectation that SLUSD will then distribute 50% of the stipend to the site coordinators in December and the remaining 50% of the stipend in June of that school year.

The stipend amount will be based on two factors:

- Student enrollment – sites with 999 or fewer students will receive $2,200/year and sites with 1000+ students will receive $2,400/year
- If a site has more than one TUPE site coordinator, then the stipend amounts shown above will be divided by the number of site coordinators. For example, if a school site has 2,000 students, and 2 identified site coordinators for that site, each site coordinator will be eligible for ½ of the $2,400/year stipend, so each would receive $1,200/year

TUPE Site Coordinators plan and implement comprehensive tobacco use prevention education programs on their school campus, with support from the TUPE team at the Alameda County Office of Education.

B. The **SLUSD** shall, upon receipt of the confirmed list of identified TUPE site coordinators, and receipt of the check issued to the district by ACOE:
   1. Distribute 50% of the stipend to the site coordinators in December
   2. Distribute the remaining 50% of the stipend in June of that school year.

C. Deliverables by June 30th SLUSD will provide:
   1. ACOE with a printout from the SLUSD fiscal office, showing full distribution of the TUPE Site Coordinator stipends, including the amount distributed, dates of distribution, and names of people who received the TUPE stipends.

D. TUPE Site Coordinator Deliverables and Responsibilities:

1. Essential Duties of the TUPE Site Coordinators

Peer Educator Program

- Recruit and retain at least 10-20 Peer Educators (5-10 for continuation school sites) and attend annual training with students.
- Coordinate a minimum of two school-wide tobacco awareness activities with Peer Educators.
- Coordinate/support student-led classroom presentations and schedule a minimum of five Peer Educator (student-led) classroom presentations, and/or other peer-to-peer activities.
- Meet with Peer Educators a minimum of 2 times per month for planning and implementing school wide and peer education opportunities
- Meet with your assigned Youth Development Specialist a minimum of 3 times per school year for planning, implementing, and supporting school wide and peer education opportunities.

Outreach/Administrative

- Educate school administrators, teachers, and other school staff about district tobacco-free schools policy, the TUPE program, and how students access TUPE programs and services. This is fulfilled through ongoing communication, including:
- Meeting with school administrator(s),
- Brief presentation(s) at staff meetings, and
- E-mail communication regarding the TUPE program.

  Record all TUPE activities in online activity log.

  Distribute and collect student surveys for all TUPE activities and assist with administration of the CalSCHLS/California Healthy Kids Survey, as needed.

Classroom-Based Substance Abuse Prevention Program

- Support, and document in online activity log, designated teacher(s), as needed, to attend Project ALERT or Project TND training and deliver the classroom-based program AND ensure that pre- and post-curriculum delivery surveys are administered.

Intervention/Cessation Support

- Provide tobacco cessation resources to students on an ongoing basis.
- Encourage staff, counselors and CBO's to attend a Brief Intervention Training.
- Support Brief Intervention and other "alternatives to suspension" at your school site.
- Coordinate scheduling and space for cessation (quit) groups, as needed.

Professional Development

- Attend a one-day, countywide TUPE Site Coordinator Training at ACOE.
- Attend a one-day peer educator training with your site's peer educators.
- Attend two, one-hour, after school district Site Coordinator meetings.
- We encourage site coordinators to attend other TUPE training's and conferences as desired.

Stipends are dependent on attendance at the Site Coordinator training, Peer Educator training, district Site Coordinator meetings, and completion of essential duties. Documentation of completion of duties includes a site activity log, submission of student surveys, and phone, e-mail, and in-person communication with ACOE TUPE staff. Stipends are up to $2,200 for schools with less than 1,000 students, and up to $2,400 for schools with an enrollment figure of 1,000+ students.

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.

COMPENSATION:

Under the terms and conditions of this Agreement, **ACOE** shall pay **SLUSD** the amount of no more than **$2,400 (for site coordinator stipends) + 20% ($480 - for PERS/STRS contributions) x the number of comprehensive middle schools, high schools, and continuations sites in SLUSD.** In turn, SLUSD will distribute those funds directly to the identified TUPE site coordinators as agreed upon (½ of the stipend mid-year and ½ of the stipend at the end of the school year).

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 Street Suite 200
San Leandro, CA 94565

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	**San Leandro Unified School District**
_____	_____
(Manager Signature)	(Name of Representative)
_____	_____
Printed Name and Title	Printed Name and Title
Date: _____	Date: _____

Navdeep Purewal,
ACOE Executive Director, Core Learning

Date: _____