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 USD**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and **SAN LEANDRO USD** to **successfully implement K12 SWP ALIGNMENT BAY AREA Ahead**.

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

SCOPE OF SERVICES:

A. The ACOE shall**:**

- Provide financial oversight and distribution of grant funds.
- Organize grantees to contribute to the development of pathway maps, which will include identifying necessary skills for the pathways and determining the course, WBL experiences/timelines, and certificates needed.
- Organize and implement Professional Learning Communities and opportunities for staff
- Explore, develop, and create MOU's for dual enrollment classes in partnership with LEA's and community colleges.
- Work with collaborative partners, consult with industry partners to identify desired certificates in targeted industry sectors, identify current certificates, skills, and 'lead forward' certificates and adopt new certificate programs as needed.
- Work with collaborative partners, consult with industry partners to complete reporting mandated by the Bay Area Community College Consortium.

B. The **SAN LEANDRO USD** shall **complete services in attached scope of work**.

INSURANCE:

During the term of this M.O.U., ACOE shall provide to **SAN LEANDRO USD**, and **SAN LEANDRO USD** 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 **SAN LEANDRO USD**, and **SAN LEANDRO USD** 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 **SAN LEANDRO USD** 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 **SAN LEANDRO USD** 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, **SAN LEANDRO USD** 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 **SAN LEANDRO USD**, its officers, agents or employees.

C. It is the intent of the ACOE and **SAN LEANDRO USD** 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 **SAN LEANDRO USD** 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 **SAN LEANDRO USD** 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:

In exchange for the support and services to be provided by **SAN LEANDRO USD** under the terms and conditions of this Agreement, **ACOE** shall pay **SAN LEANDRO USD** the amount of **$27,766. SAN LEANDRO USD** shall invoice **ACOE** on a quarterly basis.

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 **SAN LEANDRO USD**:
SAN LEANDRO USD
835 E. 14th St., Suite 200
San Leandro, CA, 94577

INTEGRATION:

This M.O.U. represents the entire and integrate agreement between ACOE and **SAN LEANDRO USD**, 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 **SAN LEANDRO USD**.

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 **SAN LEANDRO USD** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION	**SAN LEANDRO USD**
_____	_____
(Manager Signature)	(Name of Representative)
_____	_____
Printed Name and Title	Printed Name and Title
Date: _____	Date: _____

_____
(Associate Superintendent Signature)

Printed Name and Title

Date: _____