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 the **San Leandro Unified School District (SLUSD)**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and SLUSD to to address and a seamless system of academic supports for our youngest learners, PreK - 3rd grade. The overarching goals of SLUSD's Design Team 2019-20 school year to implement a Multi-Tiered Integrated Intervention Support System (MIISS) framework to improve academic and student behavior. The model also seeks to improve leadership, instructional effectiveness, data driven strategies, community and family engagement, and pathways to success. SLUSD's strategies to reach these goals include:

- On Site Management Meetings - (3x per school year 2019-20)
- Professional Development across grade levels
- LLI Trainings
- Principal trainings to support school messaging and launch
- Cost Team Members
- The adoption of a SLUSD Early Learning District Vision and Mission Statement
- Intervention Mechanisms
- Complete reporting as required by the ACOE:
    - Mid-Grant Report (Budget and Narrative) due no later than February 3, 2020. Mid year grant reporting must include any requested amendments to the MOU terms, including budget adjustments
    - Final Invoice Due: June 30, 2020
    - Final Narrative and Budget Report Due: July 3, 2020

TERM: This M.O.U. shall become effective upon the date of execution by both parties and shall continue for a period through **July 05, 2020.**

SCOPE OF SERVICES:

A. ACOE will provide funding to cover the costs associated with the scope of work as outlined on the above page.

For a grand total not to exceed: ten thousand dollars ($10,000).

B. INSURANCE:

During the term of this MOU, ACOE and SLUSD, including any/all subcontractors, shall maintain insurance policies evidencing its comprehensive and general liability insurance coverage in a sum not less than $2,000,000 aggregate and $1,000,000 per occurrence, including applicable property damage, workers' compensation, auto insurance coverage, or other applicable coverages. Any and all insurance coverage may be provided by a (JOINT POWERS AUTHORITY OR OTHER) Self-Insurance Program. 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."

C. 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 rights for any person not a party to this Agreement.

D. COMPENSATION:

Under the terms and conditions of this Agreement, **ACOE** shall pay **SLUSD** the amount of no more than **($10,000.00). SLUSD** may send a **progress payment invoice to ACOE with the mid-year report and invoice for final payment no later than 06/30/20.**

E. 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.

F. 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.

G. 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 LVJUSD: San Leandro School District
835 E. 14th Street, Suite 200
San Leandro, CA 94577

H. INTEGRATION:

This M.O.U. represents the entire and integrated 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 LVJUSD have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION

SAN LEANDRO UNIFIED SCHOOL DISTRICT

_____	_____
(Signature)	(Signature)
_____	_____
Navdeep Purewal, ED Core Learning	
Date: _____	Date: _____