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 establish a process and protocol for ACOE reimbursing SLUSD for Brief Intervention Trainings held in San Leandro.

AUTHORITY: This M.O.U. is entered into by and between the parties .in exercise of the authority set forth in **(Citation to pertinent statue, policy or regulation)**.

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 reimburse SLUSD for up to 1 (one) Brief Intervention training, held in San Leandro between February 1, 2020 and June 30, 2020. Reimbursement for the one training day to include up to $3,000 for the training and materials, plus up to $15 per person being trained for breakfast, plus up to $20 per person being trained for lunch (not to exceed $2,100, as the maximum number of people to be trained is limited to 60).

B. The SLUSD shall, work directly with Evaluation, Management, and Training Associates, Inc. (EMT) (Victoria Stuart-Cassel tori@emt.org 916-983-6680) to schedule a San Leandro specific training at a time that is mutually agreed upon between SLUSD and EMT. SLUSD will be responsible for all logistics, sign-ups, sign-in sheets, food, and promotion of the training.

C. Deliverables by June 30th - SLUSD will:
   1. Provide ACOE with a copy of the sign-in sheet from the training and a copy of the receipts for breakfast and lunch for the training.
   2. Provide ACOE with an invoice that includes the cost of the training (including materials from EMT), plus food.
   3. Provide ACOE with a typed list of attendees, including first name, last name, email address, and school affiliation.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, 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.

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 reimburse SLUSD the amount of no more than $3,000 for one Brief Intervention Training, plus up to $15/person for breakfast and $20/person for lunch, based on the sign-in sheet for the training.

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 **(Name)** 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: _____