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 **(**District**)**. The ACOE and the District may be collectively referred to as the "parties".

PURPOSE: The purpose of this M.O.U. is to clearly establish roles, responsibilities, and expectations, between ACOE and District, regarding the administration of the Tobacco Use Prevention Education (TUPE) program. Each partner in this agreement will work to provide students and adults (staff and parents/guardians) with the knowledge and skills that enable them to be tobacco and vape free, and to develop California's next generation of tobacco-free advocates who represent a cross-section of California's priority populations.

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

TERM: This M.O.U. shall become effective July 1, 2020 and shall continue until June 30, 2023.

SCOPE OF SERVICES:

A. Alameda County Office of Education (ACOE) will:
   a. Provide project management staff to develop and implement an extensive TUPE program aligned to the needs of the TUPE consortium, the district, and individual school sites, identified in the TUPE 2020-23 grant application
   b. Recruit, hire, and train staff to provide curriculum, peer education, positive youth development, parent/guardian and community education/engagement, and alternative to suspension support
   c. Provide the District and schools with the appropriate curriculum materials, and training, as identified in the District scope of services on the following page
   d. Provide training and leadership related to alternatives to suspensions for students caught smoking/vaping
   e. Provide training and leadership related to parent/guardian and community education and engagement strategies
   f. Provide reimbursements to District for substitute teacher costs for District teachers attending TUPE curriculum trainings, annual TUPE site coordinator trainings,

NorCal and Teens Tackle Tobacco (TTT) conferences, and alternative to suspension trainings offered through this TUPE grant

g. Onboard and provide compensation for site coordinators, to include an annual contract and PERS/STRS contribution (onboarding includes items such as fingerprinting, TB testing, online trainings related to mandated reporting, and other items as determined by ACOE's human resources department)
h. Provide peer educator trainings for 5-30 students per comprehensive middle-, high-school, and alternative/continuation high school, in the district annually
i. Provide, organize, and pay for transportation (either district transportation OR district approved transportation through a 3rd party vendor) for students to attend ACOE provided peer educator trainings and the TTT conferences, as needed
j. Pay for registration costs up to two staff per comprehensive middle- and high-school, two staff per alternative/continuation high school, and two district staff, to attend the annual NorCal Safe and Healthy Schools Conference annually
k. Pay for registration costs for up to 10 students and one staff member, per comprehensive middle- and high-school, and alternative/continuation high school, to attend the annual TTT Conferences
l. Purchase anti-tobacco, anti-vaping materials, and program supplies as needed, within the approved grant budget
m. Facilitate quarterly TUPE meetings for ACOE staff and District liaisons
n. Provide leadership and support as District Continues to review, update, and implement, Tobacco-Free School Policies, for students, parents/guardians, and others who use District facilities
o. Provide support and facilitate best practices sharing between consortium districts, the District, and statewide, in 2020-21, regarding clarification and expansion of consequences (educational opportunities for students) for violation of the policy by students, staff, and visitors
p. Continue to support best practices regarding policies and implementation of education, awareness, and alternative to suspension models/program, throughout the term of the grant
q. Work with students to design logos and other materials that discourage underage student tobacco use and vaping
r. Provide training for middle- and high-school student peer educators, who will have the skills and knowledge to present to peers, staff, parents/guardians, and the community, regarding tobacco and vaping, and the harms of second-hand smoke
s. With data from the Center for Disease Control, and the Public Health Department, showing that tobacco causes more deaths than AIDS, accidents, and homicides combined in the African American/Black community, and studies showing that Big Tobacco systematically targets African American/Black communities by plastering neighborhood stores with 10-times more tobacco ads and discounts in neighborhoods that are predominantly African American/Black, ACOE is committed to providing materials, for District and site use, related to tobacco and black history month
t. With a focus on priority populations, targeted more heavily by Big Tobacco, ACOE will work to provide materials and information in Spanish and Asian languages, as

well as other prominent languages, for students, parents/guardians, and the community, related to tobacco and vaping

u. Provide support for parent/guardian, staff, and community education regarding tobacco and vaping
v. Complete all reports required by the grantor, including necessary fiscal report

B. The District will:
   a. Implement and evaluate, with fidelity, Project TND and the Stanford Tobacco Toolkit in all consortium high schools in the grant, in 9th Grade Health and Safety Classes and in all the Continuation High School classes.
   b. Work with school sites to recruit a teacher, or other staff member, to act as the TUPE Site Coordinator, at each participating school site – *the TUPE Site Coordinators will be hired/contracted and onboarded by ACOE and paid a stipend by ACOE from the grant*
   c. It is required that the TUPE site coordinator, at each school site in the consortium and district, will recruit 5-30 peer educators (students) from their school site to be trained by ACOE staff to provide peer, parent/guardian, and staff presentations, at their school site, feeder schools and/or in their community
   d. Administer the California Healthy Kids Survey in the following years, paid for by the grant, in 2020-21, 2021-22, and 2022-23. The grant will pay for the core module only, along with the parent/guardian and staff surveys, in grades 7, 9, 11, and at the continuation school.
   e. Administer, at randomly selected school sites, the California Student Tobacco Survey (CSTS), which is administered by the California Department of Public Health (CDPH)
   f. Appoint a District administrator to attend quarterly TUPE meetings and act as the District's TUPE liaison
   g. Work with ACOE to implement a systemic and ongoing process to (1) collect data; (2) ensure that the program resulting from the grant process is being implemented as planned; and (3) measure the effectiveness of the Program Plan in achieving the expected result
   h. Implement the tobacco-free and vape-free policy by engaging the general student body at school sites
   i. Work with staff, administrators, and students to foster a school culture that demands and expects a tobacco-free and vape-free environment
   j. Specifically include students in anti-tobacco and vaping efforts as leaders with active roles and experiential participation
   k. Specifically recruit students from priority subgroups for participation in youth development strategies (peer educators, TTT conferences, etc.)
   l. In 2020-21, develop a description of the consequences for violation of the policy by students, staff and visitors, including clear roles and responsibilities for staff related to alternatives to suspensions for students
   m. Propose strategies for the city/county to enforce, expand on, adopt policies to prevent minors from obtaining nicotine or vaping products at local stores
   n. Promote the ACOE public service announcement (PSA) contest to all students in grades 6-12

o. District/sites will provide ACOE with copies of parent/guardian signed permission trip forms prior to students attending peer educator trainings, the TTT conference, and/or any other workshops/trainings provided through this grant and funded/supported by ACOE.

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 District 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, District 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 District, its officers, agents or employees.

C. It is the intent of the ACOE and District 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 District Agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this M.O.U. within ten (10) calendar days of such determination. ACOE and District further agree to cooperate in the defense of any such actions. Nothing in this M.O.U. shall establish a standard of care for or create any legal right for any person not a party to this M.O.U.

COMPENSATION:

As the lead agency for the TUPE Tier 2 consortium in Alameda County, ACOE will be responsible for hiring, and directly paying for, all County TUPE staff, including, but not limited to, TUPE Director at ACOE, TUPE Project Managers/Directors at ACOE, TUPE Program Specialist (administrative support) at ACOE, and the TUPE Site Coordinators. The TUPE grant will also pay WestEd, directly, for the CalSCHLS (CHKS) surveys and reports, as outlined in this MOU

(only the core module). ACOE will reimburse District For the cost of substitute teachers when District Teachers attend TUPE specific trainings offered by ACOE, including, but not limited to, annual TUPE site coordinator trainings, peer educator trainings, NorCal and TTT Conferences, and Brief Intervention and other alternative to suspension trainings and meetings. District Shall send invoices for substitute teachers to ACOE and indicate the name of the person attending the meeting/training, the date of that meeting/training, and the cost of the substitute teachers, include related statutory benefits.

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 District: _____ Unified School District
Street Address
City, State, Zip code

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and Districtand 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 District**.**

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 District have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION (ACOE)	San Leandro Unified School District
_____	_____
(Manager Signature)	(Signature)
_____	_____
Printed Name and Title	Joanne Clark, Senior Director Educational Services
Date: _____	Date: _____

_____
(Associate Superintendent Signature)

Printed Name and Title

Date: _____