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 continue the Early Learning District Design Team strategy to address and create a seamless system of academic supports for our youngest learners, PreK - 3rd grade. The overarching goal of SLUSD's District Design Team goals for the 2020-21 school year is to build on last year's work and includes the activities as described below in "Scope of Services."

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until June 30, 2021.

SCOPE OF SERVICES:

- The ACOE shall provide funding to cover the cost of the District Design Team strategies listed below and the oversight necessary to ensure M.O.U deliverables are met.

- The SLUSD shall perform the following services:

    - Principal leaders will participate in a learning continuum through guided readings on research and best practices to include quality distant learning
    - Principal leaders will provide personalized, blended and developmentally appropriate spaces and practices to ensure quality implementation through virtual and embedded role modeling
    - Sites will establish quarterly horizontal and vertical team meetings with teachers to ensure aligned standards, instructional practices, assessments and environments are implemented to support the continuum of early learning alignment
    - Tier 1 Resources will be fully aligned and implemented for PreK-3rd grades. Staff will be trained on Tier 1 Resources
    - Staff will be trained and will implement the selected reading intervention system, "Leveled Literacy", by Fountas and Pinnel
    - Materials will be purchased to meet the above deliverables

- Notify the ACOE Program Manager of Design Teams meetings and allow access to the ACOE Manager to visit during one or more meetings
- Complete reporting and invoicing as required by the ACOE:
    - Midterm Grant Report (Budget and Narrative) due no later than February 5, 2021. Midterm grant reporting must include any requested amendments to the MOU terms, including budget adjustments
    - Minimum of Biannual Invoicing - Due no later than February 5, 2021 and June 18, 2021
    - Final Narrative and Budget Report Due: July 2, 2021

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.

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:

In exchange for the support and services to be provided by SLUSD under the terms and conditions of this Agreement, ACOE shall pay SLUSD the amount not to exceed $ 9995.00. SLUSD shall invoice ACOE at minimum, biannually for cost incurred.

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:

All notices, and amendments (except Notice of Termination), required by this Agreement shall be made in writing and sent e-mail. For the purposes of the Agreement the addresses of the parties are as follows:

To ACOE:	**Alameda County Office of Education** **313 West Winton Avenue** **Hayward, CA 94544** **Neva Bandelow** **nbandelow@acoe.org**
To SLUSD	**San Leandro Unified School District** **835 East 14th Street** **San Leandro, CA 94557** **Joanne Clark** **joanneclark@slusd.us**

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 LVJUSD**.**

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
_____	_____
(Associate Superintendent Signature)	(Authorized Representative Signature)
_____	_____
Printed Name and Title	Printed Name and Title
Date: _____	Date: _____