**Alameda County Office of Education**
Sheila Jordan, Superintendent
313 West Winton Avenue • Hayward, CA 94544-1198

# MEMORANDUM OF UNDERSTANDING

among and between

Alameda County Office of Education ("ACOE")

and

San Leandro Unified School District ("the District")

for

Falcon's Nurturing Every Student Today (Falcon's NEST)
School Community Violence Prevention Grant for the 2011-12 School Year

## I. TERM OF MOU

This Memorandum of Understanding ("MOU") between the Alameda County Office of Education ("ACOE") and the San Leandro Unified School District ("District") shall commence on September 15, 2011 and shall terminate on June 30, 2012.

## II. PURPOSE

The purpose of the MOU is to define the roles and responsibilities of the parties as part of "Falcon's NEST," a School Community Violence Prevention grant ("Grant"), as funded by the California Department of Education. NOTE: These funds have been designated Tier III, and are now under control of the Alameda County Office of Education.

## III. ROLES AND RESPONSIBILITIES OF ACOE

A. ACOE, as the formal grantee, shall coordinate activities of the Grant in coordination with the administration of John Muir Middle School ("JMMS").

B. ACOE shall provide $35,000 to San Leandro Unified School District who will hire a Gang Intervention Specialist who will coordinate anti-gang activities at JMMS. ACOE will assist with training and technical assistance for the Gang Intervention Specialist. ACOE will reduce this funding at the rate of $4,000 per month should the position not be filled.

C. ACOE shall provide $2,000 to the School for activities, expenses, trips, etc. related to activities of the Gang Counselor.

D. ACOE shall stipend 4 teachers/counselors up to $1,000 each who will coordinate the "Season of Service, Period of Peace." as well as assist in coordination of service-learning activities. ACOE staff shall assist with service-learning coordination.

E. ACOE shall provide $2,000 to the School for activities, expenses, etc. related to activities of the Season of Service, Period of Peace."

F. ACOE shall stipend up to a total of $5,000 combined per year to provide Lunch Time Activities during each of the JMMS lunches. Lunch Time Activity coordinators are responsible for recruiting students and documenting activities for the purposes of the grant.

G. ACOE shall stipend one Parent Volunteer Coordinator ($4,000--$100 per week) who will recruit, train and monitor parent and community volunteers to assist with campus supervision before school, during lunch, and after school. The Parent Volunteer Coordinator will receive $250 in supply funds.

H. ACOE shall maintain weekly contact with JMMS administrators and teachers as part of grant coordination.

## IV. ROLES AND RESPONSIBILITIES OF THE DISTRICT

A. The District shall coordinate activities of the Grant in coordination with ACOE staff.

B. The District shall hire and supervise a Gang Intervention Specialist. The District shall provide the Gang Intervention Specialist with a confidential workspace; complete with phone, a locking file cabinet and a computer. In sum, the Gang Intervention Specialist shall be responsible for:

1. Recruiting at least 30-50 gang members or "wannabes" at JMMS.
2. Providing one-on-one and group support, during and after school
3. Engaging students in community service and job training activities
4. Making presentations to faculty, parents, and community members

C. The District shall recruit and supervise four or five teachers to provide Lunch Time Activities during each of the JMMS lunches. The District will also assist the Lunch Time Activity teachers in marketing and recruiting students for this initiative.

D. The District shall recruit and supervise one Parent Volunteer Coordinator who will recruit, train and monitor parent and community volunteers to assist with campus supervision before school, during lunch, and after school.

E. ACOE shall maintain weekly contact with JMMS administrators and teachers as part of grant coordination.

## VI. ADDITIONAL TERMS OF AGREEMENT

A. District agrees to indemnify, defend and hold harmless ACOE and its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of District, its governing board, officers, agents or employees in the performance of this MOU.

B. ACOE agrees to indemnify, defend and hold harmless District, its governing board, officers, agents, and employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including reasonable attorney's fees and costs, arising out of or resulting from acts or omissions of ACOE, its governing board, officers, agents or employees in the performance of this MOU.

C. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes any and all other agreements, either oral or written, which may exist between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements which are not embodied herein have been made by any party and that no agreement, statement or promise not contained herein shall be binding on the parties.

D. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by a party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

E. Jurisdiction. This Agreement is hereby deemed to have been made and entered into by the parties at Alameda, California and shall be construed according to the laws of the State of California.

F. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

G. Changes. No amendment, alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

H. Authority. Each party hereby represents and warrants that he/she/it had full power and authority to enter into and perform his/her/its obligations under this Agreement and that the person signing this Agreement has been properly authorized and empowered to enter into it. Each party acknowledges that he/she/it has read, understands and agrees to be bound by the Agreement.

I. Any notices to be given by any party to the others shall be in writing, either by personal delivery or by mail postage prepaid. Mailed notices shall be addressed to the parties at the following addresses:

Alameda County Office of Education:
Dr. Naomi Eason
313 W. Winton Avenue, Hayward, CA 94544

San Leandro Unified School District:
Cindy M. Cathey
14735 Juniper Street, San Leandro, CA 94579

Notices mailed by regular mail shall be deemed received as of five days after mailing. Each party may change its address by written notice in accordance with this Article.

This agreement may be modified by mutual consent of all parties, duly authorized and in writing.

_____ _____

Dr. Naomi Eason, Assistant Superintendent Date
Alameda County Office of Education

_____ _____

Cindy M. Cathey, Superintendent Date
San Leandro Unified School District