MEMORANDUM OF UNDERSTANDING (MOU)

Between
Alameda County Office of Education
and
San Leandro Unified School District

This is an agreement between the Alameda County Office of Education, hereinafter called ACOE and the San Leandro Unified School District, hereinafter called SLUSD.

I. PURPOSE & SCOPE

The purpose of this MOU is to identify the roles and responsibilities of ACOE and SLUSD as they relate to implementation of a Nutrition Education and Physical Activity program that will promote increased consumption of fruits and vegetables and increased physical activity among students. Such programs are intended by SLUSD and ACOE to adhere to state academic standards and each party's strategies for academic achievement.

This MOU is intended to:

a) Implement an integrated nutrition education and physical activity program that changes schools' cultures.
b) Reduce administrative costs for program implementation by pooling the resources from each district, and centralizing administration staff at ACOE
c) Identify projected state share amounts from the district.
d) Identify personnel and materials to the district
e) Identify resources for administering documentation for each site.

II. BACKGROUND

ACOE operates Project EAT, formerly known as the San Leandro Nutritional Learning Community Project. Project EAT facilitates healthy changes within the school sites and system. The San Leandro Project has been highly successful for the past 6 years and joins with other smaller districts together to create a streamlined administration and professional development system to build capacity among the staff of school districts to implement Supplemental Nutrition Assistance Program Education. Project EAT will offer a consolidated program that supplies professional development, coaching, consumable and non-consumable materials for teachers, and administration of documentation and invoicing. ACOE will also provide monthly newsletters for all families in each district. In addition, Project EAT will work with both the Child Nutrition Services department and the Educational Services department to create crossover programs that both encourage students to eat new and colorful fruits and vegetables and fuel their academic curiosity so as to meet state standards.

III. *ACOE* RESPONSIBILITIES UNDER THIS MOU –

ACOE-Project EAT shall perform the following:

a) Solicit participation among the staff of the school district
b) Create and maintain records of participation
c) Distribute materials (through staff hired at ACOE and the school district for implementation of Harvest of the Month)
d) Print and distribute to school sites monthly bilingual Harvest of the Month parent newsletters
e) Promote consumption of fruits and vegetables through Harvest of the month.
f) Provide materials for 50 elementary school teachers for the Harvest of the Month program, Botany on Your Plate, Math in the Garden and Lesson kits.
g) Provide funding for staff to implement program at the district level
h) Provide funding for professional development for participating teachers at each grade level.
i) Evaluate implementation process of the program.
j) Provide other services designated in project scope of work.
k) Communicate any changes in physical plant.
l) Provide staff to implement the program at the district level:
    a. 1 Program Manager
    b. .5 Teacher

IV. *SLUSD* RESPONSIBILITIES UNDER THIS MOU

San Leandro Unified School District shall perform the following:

a) Provide quarterly time at site staff meetings for administrative and documentation purposes (20 – 30 minutes)
b) Provide 1.5 hours on a shortened Wednesday for mutually decided upon professional development for each participating site.
c) Distribute Harvest of the Month flyers through the SLUSD mail system to each teacher to be sent out to the families of the students participating in the program.
d) Assist in the collection of documentation for the State Share through contract hired personnel
e) Hire (using Federal share reimbursement) personnel mutually decided upon by ACOE and SLUSD.
f) Allow documentation of up to the maximum $185,639 for 3 – 20 % of teacher hours teaching integrated nutrition education and physical activity promotion
g) Space for Nutrition Education Site Coordinators at the sites for a computer and connection to the Internet including voicemail, phone and email, also space to store garden and cooking supplies including refrigerator.
h) SLUSD provides access to anonymous student data for program evaluation purposes, such as attendance to ACOE coordinator and ACOE program manager.

i) SLUSD provides access to financial data related to Project EAT expenditures for the purposes of budget management SLUSD business office provides monthly financial data to Program manager on Project EAT expenditures.
j) Agrees to be a SHAPE district.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This MOU shall terminate effective September 30, 2012 unless extended by the parties in writing on or before April 30, 2012.

VI. FUNDING

This MOU *does* include the reimbursement of funds between the two parties.

None of the funds used in this MOU are federal funds or funds being used to match other federal funds.

No portion of the proposed State Share funds is being counted more than once, or for another LIA contract, or for a University of California Cooperative Extension Food Stamp Nutrition Education Program (FSNEP) activity, during the term of the contract.

The collaborating/partnering organization will provide State Share and Federal Share Budget documentation as requested by the lead LIA organization and/or *Network.*

VII. **Status of Contract**: This is not an employment contract. Nothing herein shall be construed as creating an employer-employee relationship between the parties.

VIII. **Fingerprinting**: By execution of this Agreement, the SLUSD acknowledges Education Code Section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administration, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, and any similar services. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check, unless ACOE determines that the SLUSD and the SLUSD's employees will have limited contact with pupils.

In making this determination ACOE will consider the totality of the circumstances, including factors such as the length of time the SLUSD and SLUSD's employees will be on the grounds of ACOE sites and whether pupils will be in proximity to the site where the SLUSD and SLUSD's employees will be alone or with others.

a) ACOE Determination of Fingerprint Requirement Application

ACOE has considered the totality of the circumstances concerning the work of the Contract and has determined that the SLUSD and SLUSD's employees (*check one of the following*):

_____X___ are subject to the fingerprinting requirements of Education Code Section 45125.1 and/or 45125.2 and Paragraph B (below) is applicable.

_____ are NOT subject to the fingerprinting requirements of Education Code Section 45125.1 or 45125.2 and Paragraph C (below) is applicable.

b) If ACOE has determined that fingerprinting is required, SLUSD expressly acknowledges that: (i) SLUSD and all of SLUSD's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Education Code Section 45125.1; (ii) SLUSD shall not permit any employee to come in contract with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony: (iii) SLUSD shall certify in writing to the ACOE that none of its employees who may come in contact with students have been convicted of a serious or violent felony; and (iv) SLUSD shall provide to the ACOE a list of names of its employees who may come in contact with students. The SLUSD shall fulfill these requirements as its own expense.

c) Even if ACOE has determined that fingerprinting is not required, the SLUSD expressly acknowledges that the following conditions shall apply to any work performed by the SLUSD and/or SLUSD's employees on ACOE site: (i) SLUSD and SLUSD's employees shall check in with the main office on site each immediately upon arrival; (ii) SLUSD and SLUSD's employees shall inform the office staff of their proposed activities and location on the site; (iii) Once at such location, SLUSD and SLUSD's employees shall not change locations without contacting the site office; (iv) SLUSD and SLUSD's employees shall not use student restroom facilities; and (v) If SLUSD and/or SLUSD's employees find themselves alone with a student, SLUSD and SLUSD's employees shall immediately contact the site office and request that a member of ACOE staff be assigned to the work location.

IX. Licenses and Permits: SLUSD shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this MOU.

X Assignment: The obligations of SLUSD under this MOU shall not be assigned by SLUSD without the express written consent of ACOE.

XI **Indemnification:** SLUSD agrees to hold harmless, indemnify and defend ACOE and its officers, agents and employees from and against any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with SLUSD's performance of this MOU. SLUSD also agrees to hold harmless, indemnify and defend ACOE and its officers**,** agents, and employees from and against any and all claims or losses incurred by any supplier, contractor or subcontractor furnishing work, services or materials to SLUSD in connection with SLUSD's performance of this MOU.

XII **Copyright:** Any written product produced under this Agreement shall be a work for hire and shall be the property of ACOE. ACOE shall have the right to secure a copyright and the product may not be used, in any manner, without ACOE's written permission.

XII **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this MOU.

XIII **Termination**: ACOE may at any time terminate this MOU, for any reason in ACOE's sole discretion, upon written notice to SLUSD. In that event, ACOE shall compensate SLUSD for services satisfactorily performed through the date of termination.

In addition, ACOE may terminate this MOU for cause should SLUSD fail to perform any part of this MOU. In the event of termination for cause, ACOE may secure the required services from another. If the cost to ACOE exceeds the cost of providing the services pursuant to this MOU, SLUSD shall pay the additional cost.

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XIV **Litigation**: If any litigation is initiated to enforce or interpret this MOU, the prevailing party shall be entitled to reasonable attorney's fees. This MOU shall be governed by the laws of the State of California.

XV **Completeness of MOU:** This MOU constitutes the entire understanding of the parties and any changes shall be first be agreed upon by means of a writing signed by both parties.

XVI. EFFECTIVE DATE AND SIGNATURE

The term of this MOU shall begin on October 1, 2011 and terminate on September 30, 2012.

Parties A and B indicate agreement with this MOU by their signatures.

Alameda County Office of Education

_____
Naomi Eason
Assistant Superintendent, ACOE

Date: _____

San Leandro Unified School District

_____
Cindy M. Cathey
Superintendent

Date: _____

_____
Debbie L. Wong
Assist. Supt., Educational Services

Date: _____