SAN LEANDRO UNIFIED SCHOOL DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) between the SAN LEANDRO UNIFIED SCHOOL DISTRICT (DISTRICT) and the SAN LEANDRO EDUCATION FOUNDATION (SLED)

PURPOSE: The purpose of this M.O.U. is to implement the Internship Stipend Pilot Program to support student internships as part of the K12 SWP Farm to Fork Pathway Initiative.

TERM: This M.O.U. shall become effective upon the date of execution by both parties and shall continue for a period from January 4, 2021- August 1, 2021.

SCOPE OF SERVICES:

A. **SLUSD** shall:
   1. Implement Pilot Internship Stipend Program
      a. Oversee recruitment, program completion and certification process of student internships

B. **SLED** shall:
   1. Serve as fiscal agent to provide student interns with stipends for their work at their schools. Provide stipends to 10-20 students $250-$500 per stipend not to exceed $5,000 for pilot program.

INDEMNIFICATION:

A. Insofar as permitted by law, SLUSD shall assume the defense and hold harmless SLED 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, SLED 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 any harm to person(s) or property received or suffered by reason of the sole fault or negligence of SLED, its officers, agents or employees.

C. It is the intent of the SLUSD and SLED 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. SLUSD and SLED 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. SLUSD and SLED 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.

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.

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, SLUSD and SLED have executed this M.O.U. as of the date first above written.

San Leandro Unified School District	**San Leandro Education Foundation**
_____	Terra B. Cole Brown
(Senior Director Signature)	(Executive Director)
_____	Terra B. Cole Brown
Printed Name	Printed Name
Date: _____	Date: January 14, 2021