MEMORANDUM OF UNDERSTANDING

PARTIES: This MOU is entered into between the Alameda County Office of Education (ACOE) and the San Leandro Unified School District (San Leandro USD)

PURPOSE: To enable ACOE and San Leandro USD to establish a formal partnership as a part of the consortium for the California Community Schools Partnership Program (CCSPP), otherwise known as the Alameda County Community Exemplary School Sites (ACCESS). The goal of the program is to improve the existing community school model at Jefferson Elementary School.

TERM: This MOU shall become effective in the Fiscal Year (FY) 2021-2022 upon the date of full execution by both parties for a period ending at the end of FY 2022-2023.

SCOPE OF SERVICES:
The ACOE will serve as the authorized fiscal agent/manager for the grant. This includes providing leadership and collaboration, and fiscal oversight to consortium members for the duration of the grant. The ACOE will collect, analyze, and convey data for evaluation, research, and reporting purposes. In addition, the ACOE will also collaborate with Emery USD to ensure grant assurances and financial obligations are fulfilled by both parties.

San Leandro USD agrees to:

1. Collaborate with ACOE to establish a **Community School Action Team (CSAT)** to assess needs, identify goals, develop a strategic plan, and implement enhanced community school services, systems, and practices at Jefferson Elementary at the start of the school year in 2021-22, and continuing through the life of the grant. This includes monthly on-site meetings and representation at quarterly ad-hoc CoP meetings.
2. Develop and implement a site-level **Community School Strategic Plan** which integrates the Community Schools Design Principles at Jefferson Elementary beginning in September, 2021 and continuing through the life of the grant. This includes training series, assessments, and continuous engagement in a quality improvement cycle.
3. Ensure CSAT members and other relevant staff (as allowable) participate in a **Community of Practice (CoP)** facilitated by ACOE to share learning, develop systems for collaboration and partnership, receive technical assistance, and develop a framework for scaling-up and sustaining community school models. The CoP will convene starting August 2021, and continue through the life of the grant on a quarterly basis.
4. Ensure CSAT members and other relevant staff (as allowable) participate in **professional development provided by ACOE**, **San Leandro USD** and partners to build the capacity for educators, families, and service providers starting October, 2021 and continuing through the life of the grant. This includes representation at the annual

summer institute, participation at quarterly parent leadership workshops, and 1-2 hours/month of additional tailored professional learning based on needs.

5. Contribute to the development of a digital **Alameda Community Schools Playbook** aligned with the foundational pillars, beginning in the fall of 2021 and continuing through the life of the grant. This includes participating in the creation of a **short video series** filmed at Jefferson.
6. Participate in **data collection for evaluation and research purposes**, including interviews, observations, focus groups, surveys, and other activities intended to enhance existing community school models during the life of the grant.

INSURANCE:

During the term of this MOU, ACOE and San Leandro USD, 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 San Leandro USD 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, San Leandro USD 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 ACOE, its officers, agents or employees.

C. It is the intent of the ACOE and San Leandro USD 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 San Leandro USD 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 San Leandro USD 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 under the terms and conditions of this Agreement, ACOE shall pay San Leandro USD a total not to exceed $499,992. San Leandro USD will provide a quarterly invoice and required back-up documentation to support time and effort on identified tasks/activities.

TERMINATION/SUSPENSION:

This MOU may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this MOU may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this MOU.

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**
SEL & Wellness Dept.
313 West Winton Avenue
Hayward, CA 94544
Dr. Nora Zamora
nzamora@acoe.org 510-670-7770

To SLUSD San Leandro Unified School District
Joanne Clark, Senior Director of Educational Services
835 E 14th Street Suite 200, San Leandro CA 94577
Joanneclark@slusd.us

INTEGRATION:
This MOU represents the entire and integrate agreement between ACOE and San Leandro USD and supersedes all prior negotiations, representations, or agreements, either written or oral. This MOU may be amended only by written instrument signed by the duly authorized representatives of ACOE and San Leandro USD**.**

REPRESENTATION OF AUTHORITY:
The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU.

IN WITNESS WHEREOF, ACOE and San Leandro USD have executed this M.O.U. as of the date first above written.

Alameda County Office of Education **San Leandro School District**

_____ _____

Dr. Nora Zamora Name and Title
Interim Executive Director
Social & Emotional Learning Department

_____
Date

_____
Dr. Jag Lathan, Acting Chief of Learning & Accountability

_____
Date

_____
Dr. Candi Clark, Associate Superintendent Business Services

_____
Date