ALAMEDA COUNTY
OFFICE OF EDUCATION
L. K. 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 **improve educational outcomes by collaboratively supporting homeless students attending Alameda County schools.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue until **December 31, 2022.**

SCOPE OF SERVICES:

A. The ACOE shall serve as the authorized fiscal agent/manager for the sub grant. This includes providing leadership, collaboration, and fiscal oversight for the duration of the sub grant. In exchange for the support and services to be provided under the terms and conditions of this Agreement, ACOE shall pay **SLUSD** a total not to exceed **$10,000. SLUSD** will provide a quarterly invoice and required back-up documentation to support time and effort on identified tasks/activities. ACOE will also collaborate with SLUSD to ensure grant assurances and financial obligations are fulfilled by both parties.

1) The **SLUSD** shall:

   a) SLUSD and the San Leandro Boys & Girls Club will collaborate to provide inclusive summer camp programs at designated Elementary and Middle Schools for the summer of 2022.
   b) In collaboration with the San Leandro Unified School District, the San Leandro Boys & Girls Clubs summer camp offerings will provide targeted programming that offers 6 weeks of developmentally appropriate classic project-based learning as well as modules that support academic and social-emotional skill development through FUN theme-based summer camp experiences.
   c) Summer Camps are designed to prevent summer learning loss by helping McKinney-Vento students learn, practice, and reinforce new skills and concepts. Activities will include, math, literacy, STEM, outdoor recreation, and art.
   d) As requested, public transportation passes will be provided to parents and students in elementary school grades (K-5.)

e) Intended outcomes include the following: Improve social skills, strengthen students academics, provide safe and supervised spaces, increase engaged learning.
f) Expected outcomes support SLUSD's Strategic Action Plan Goal # 1, ResponsiveSupport for Student Success.

INSURANCE:

During the term of this MOU, ACOE and DISTRICT, 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 of **($10,000).** ACOE shall invoice **SLUSD quarterly.**

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
Monica Vaughan
mvaughan@acoe.org

To San Leandro Unified School District:
James Parrish III
2255 Bancroft Ave.
San Leandro, CA 94577
510-667-6226
jparrish@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 **SLUSD.**

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 **San Leandro Unified School District** have executed this M.O.U. as of the date first above written.

ALAMEDA COUNTY OFFICE OF EDUCATION **San Leandro USD**

_____	_____
Monica Vaughan, Chief of Schools	James Parrish III, Family & Student Support Services
Date: _____	Date: _____

_____
Dr. Candi Clark, Associate Superintendent

Date:_____