**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"),
The Boys and Girls Club of San Leandro ("BGCSL")
and
San Leandro Unified School District ("the District")
for
Cesar Chavez Club After School Curriculum and Professional Development

## I. TERM OF MOU

This Memorandum of Understanding ("MOU") between the Alameda County Office of Education ("ACOE"), the Boys and Girls Club of San Leandro ("BGCSL") and the San Leandro Unified School District ("District") shall commence on November 1, 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 the "Cesar Chavez Club After School Program" "Chavez Clubs".

## III. ROLES AND RESPONSIBILITIES OF ACOE

A. ACOE shall provide a modification version of the Chavez Club curriculum consisting of 9 units with 6-9 lessons per unit.

B. ACOE shall provide professional development for After School staff on use of the Chavez Club curriculum through eight 2-hour sessions with After School staff.

C. ACOE shall provide individual coaching in service-learning project development to participating sites.

D. ACOE shall maintain weekly contact with site administrators and After School staff as part of curriculum implementation and for coordination.

## IV. ROLES AND RESPONSIBILITIES OF THE DISTRICT

A. The District and participating sites shall coordinate activities of the Chavez Clubs in coordination with ACOE staff.

B. The District, in coordination with the BGCSL shall select Chavez Club After School workers to participate in this effort. The District shall provide the Chavez Club After School workers with an appropriate workspace and supplies for implementing Chavez Clubs and Chavez Club curriculum. The Chavez Club workers shall be responsible for:

1. Implementing Chavez Club curriculum.
2. Attending eight staff development sessions
3. Providing feedback and input for future curriculum revision

C. Each participating middle schools shall pay ACOE $3,000 for curriculum and professional development.

D. The District (After School Program) shall pay ACOE $2,000 for curriculum and professional development

## V. ROLES AND RESPONSIBILITIES OF THE BGCSL

A. The BGCSL shall coordinate activities of the Chavez Clubs in coordination with ACOE staff.

B. The BGCSL, in coordination with the District shall provide Chavez Club After School workers to participate in this effort. The Chavez Club workers shall be responsible for:

1. Implementing Chavez Club curriculum.
2. Attending eight staff development sessions
3. Providing feedback and input for future curriculum revision

C. The BGCSL shall pay ACOE $2,000 for curriculum and professional development for each participating site.

## VI. ADDITIONAL TERMS OF AGREEMENT

A. District and BGCSL agree 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 the District, the BGCSL, their 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 Cathey
14735 Juniper Street, San Leandro, CA 94579

Boys and Girls Club of San Leandro:
Robert Glotch
401 Marina Blvd., San Leandro, CA 94577

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.

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| Dr. Naomi Eason, Assistant Superintendent<br>Alameda County Office of Education | Date |
| Belen Magers, Principal, John Muir Middle School<br>San Leandro Unified School District | Date |
| Maggie Heredia-Peltz, Principal, Bancroft Middle School<br>San Leandro Unified School District | Date |
| Cindy Cathey, Superintendent<br>San Leandro Unified School District | Date |
| Robert Glotch, Executive Director<br>Boys and Girls Club of San Leandro | Date |