

**AMENDMENT TO AGREEMENT  
BETWEEN THE SAN MATEO COUNTY OFFICE OF EDUCATION AND  
RAVENSWOOD CITY SCHOOL DISTRICT**

THIS AMENDMENT TO THE AGREEMENT, is entered into this first day of November, 2021, by and between the San Mateo County Superintendent of Schools on behalf of the San Mateo County Office of Education, hereinafter called "SMCOE," and Ravenswood School District, hereinafter called "School District";

W I T N E S S E T H:

WHEREAS, the Parties entered into an Agreement for the administration of the Tobacco Use Prevention Education (TUPE) program for grades 6-12 on July 1, 2020; and

WHEREAS, the Parties wish to amend the Agreement to include additional funding for TUPE related materials and supplies, peer educator training, TUPE Site Coordinator stipends, professional development and/or non-instructional consultant services in the 2021-2022 school year. The Agreement will also be amended to reflect bi-monthly TUPE meetings in place of quarterly meetings.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. Scope of Services Section A, subsection m, of the Agreement is amended to read as follows:

Facilitate bi-monthly TUPE meetings for SMCOE staff and district liaisons

2. The Compensation Section of the Agreement is amended to read as follows:

Under the terms and conditions of this Agreement and contingent upon adequate funding, SMCOE will reimburse each participating school site \$500 for TUPE related supplies and materials, \$700 per site for peer educator training and up to \$4,000 for School District to provide

and/or participate in TUPE related professional development. SMCOE will also reimburse School District \$1,700 for an annual stipend to each designated TUPE Site Coordinator at all participating schools (inclusive of benefits).

**3. All other terms and conditions of the Agreement dated July 1, 2020, between the SMCOE and School District shall remain in full force and effect.**

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: Ravenswood City School District**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
Date

**For SMCOE:**

\_\_\_\_\_  
Kevin Bultema  
Deputy Superintendent

\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

**PARTIES:** This Memorandum of Understanding (MOU) is entered into between the San Mateo County Office of Education (SMCOE) and the **Ravenswood City School District**

**PURPOSE:** The purpose of this MOU is to clearly establish roles, responsibilities, and expectations, between SMCOE and **School District**, regarding the administration of the Tobacco Use Prevention Education (TUPE) program for grades 6-12. Each partner in this agreement will work to provide students and adults (staff and parents/guardians) with the knowledge and skills that enable them to be tobacco and vape free, and to develop California's next generation of tobacco-free advocates who represent a cross-section of California's priority populations.

**TERM:** This MOU shall become effective July 1, 2020 and shall continue until June 30, 2023.

### SCOPE OF SERVICES:

A. San Mateo County Office of Education (SMCOE) will:

- a. Provide project management staff to develop and implement an extensive tobacco-use prevention education program aligned to the needs of the TUPE consortium, the district, and individual school sites, identified in the TUPE 2020-23 grant application
- b. Recruit, hire and train staff to provide curriculum, peer education, positive youth development, parent/guardian and community education/engagement, and alternative to suspension support
- c. Provide the district and schools with the appropriate curriculum materials, and training, as identified in the district scope of service on the following page
- d. Provide training and leadership related to alternatives to suspensions for students caught smoking/vaping
- e. Provide training and leadership related to parent/guardian and community education and engagement strategies
- f. Provide reimbursements to **School District** for substitute teacher costs for **School District** teachers attending TUPE curriculum trainings, annual TUPE site coordinator trainings, NorCal Safe and Healthy Schools Conference and Teens Tackle Tobacco (TTT) conferences, and alternative to suspension trainings offered through this TUPE grant
- g. Reimburse district for an annual stipend to the designated TUPE Site Coordinator at all participating school sites.
- h. Provide peer educator trainings for 5-30 students per school site annually
- i. Provide, organize, and pay for transportation (either district transportation OR district approved transportation through a 3rd party vendor) for students to attend peer educator trainings and TTT conferences as needed

- j. Pay for registration costs for staff to attend the annual NorCal Safe and Healthy Schools Conference
- k. Pay for registration costs for students and staff to attend the annual TTT Conferences
- l. Purchase anti-tobacco, anti-vaping materials and program supplies as needed, and budgeted for, in the grant
- m. Facilitate quarterly TUPE meetings for SMCOE staff and district liaisons
- n. Provide leadership and support as **School District** continues to review, update, and implement, Tobacco-Free School Policies, for students, parents/guardians, and others who use **School District** facilities
- o. Provide support and facilitate best practice sharing between consortium districts, **School District**, and state-wide, in the clarification and expansion of consequences (educational opportunities for students) for violation of the policy of students, staff, and visitors
- p. Continue to support best practices regarding policies and implementation of education, awareness, and alternative to suspension models/program, throughout grant term
- q. Work with students to design logos and other materials that discourage underage student tobacco use and vaping
- r. Provide training for middle- and high-school student peer educators, who will have the skills and knowledge to present to peers, staff, parents/guardians, and the community, regarding tobacco and vaping, and the harms of second-hand smoke
- s. Provide materials and information in Spanish for students, parents/guardians, and the community, related to tobacco and vaping
- t. Provide support for parent/guardian, staff, and community education regarding tobacco and vaping
- u. Complete all grant reports, and fiscal reports, as required by grant funder

**B. School District will:**

- a. TO BE FILLED IN/SELECTED BY DISTRICT – Implement and evaluate, with fidelity: (**Choose the curriculum you will use and the course in which it will be delivered (i.e. health, science, etc.).** If you are unified district, choose the curriculum you will use in middle school and the curriculum you will use in high school.)
  - Project Alert in all consortium **middle schools** in the grant,  
in grade 6 course PE
  - Project TND in all consortium **high schools** in the grant,  
in grade \_\_\_\_\_ course \_\_\_\_\_
  - and/or the Stanford Tobacco Toolkit in all consortium **middle schools and/or high schools** in the grant,  
in grade(s) \_\_\_\_\_ course(s) \_\_\_\_\_.
- b. Work with school sites to recruit a teacher, or other staff member, to act as the TUPE Site Coordinator, at each participating school site
- c. Send appropriate teachers/staff to TUPE curriculum trainings, annual TUPE site coordinator trainings, NorCal Safe and Healthy Schools Conference and Teens

Tackle Tobacco (TTT) conferences, and alternative to suspension trainings offered through this TUPE grant

- d. Send students to annual Teens Tackle Tobacco Conference
- e. It is required that the TUPE site coordinator, at each school site in the consortium and district, will recruit 5-30 peer educators (students) from their school site to be trained by SMCOE staff to provide peer, parent/guardian, and staff presentations, at their school site, feeder schools and/or in their community
- f. Administer the California Healthy Kids Survey (CHKS) in the following years, paid for by the grant, in 2020-21 and 2022-23. The grant will pay for the core module, data dashboard and parent/guardian and staff surveys, in grades 7, 9, 11. 2021-2022 is an optional year. Check HERE  if you will administer the CHKS during this year.
- g. Administer the California Student Tobacco Survey (CSTS), which is administered by the California Department of Public Health (CDPH), if school sites are selected by CDPH.
- h. Appoint a district administrator to attend quarterly TUPE meetings and act as the district's TUPE liaison
- i. Work with SMCOE to implement a systemic and ongoing process to (1) collect data; (2) ensure that the program resulting from the grant process is being implemented as planned; and (3) measure the effectiveness of the Program Plan in achieving the expected result.
- j. Operationalize the tobacco-free and vape-free policy by engaging the general student body at school sites
- k. Work with staff, administrators, and students to foster a school culture that demands and expects a tobacco-free and vape-free environment
- l. Specifically include students in anti-tobacco and vaping efforts as leaders with active roles and experiential participation
- m. Specifically recruit students from priority subgroups (Latinx, LGBTQ, Low SES) for participation in youth development strategies (peer educators, Teens Tackle Tobacco conferences, etc.)
- n. In 2020-21, develop a description of the consequences for violation of the policy by students, staff and visitors, including clear roles and responsibilities for staff related to alternatives to suspensions for students
- o. Propose strategies for the city/county to enforce, expand on, adopt, policies to prevent minors from obtaining nicotine or vaping products at local stores

## **INSURANCE:**

During the term of this MOU, SMCOE and **School 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 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:** Each party will defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

**COMPENSATION:**

Under the terms and conditions of this Agreement and contingent upon adequate funding, SMCOE will reimburse **School District** the amount of no more than \$3,000 for one Brief Intervention Training **OR** one Restorative Justice Practices Training, plus up to \$10/person for breakfast and \$15/person for lunch, based on the sign-in sheet for the training. SMCOE will notify **School District** if sufficient funding is available each year of the grant cycle and permission is given by grantors to fund the training described in this Section.

**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

**NOTICES:**

Any notice required to be given by the terms of this MOU shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

To SMCOE: Theresa Vallez-Kelly, TUPE Coordinator  
San Mateo County Office of Education  
101 Twin Dolphin Drive  
Redwood City, CA 94065

To SCHOOL DISTRICT : Cindy Chin  
Ravenswood City School District  
2120 Euclid Avenue  
East Palo Alto, CA 94303

**INTEGRATION:**

This MOU represents the entire and integrate agreement between SMCOE and SCHOOL DISTRICT 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 SMCOE and SCHOOL DISTRICT.

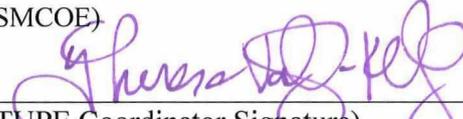
**REPRESENTATION OF AUTHORITY:**

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this MOU

IN WITNESS WHEREOF, SMCOE and SCHOOL DISTRICT have executed this MOU as of the date first above written.

SAN MATEO COUNTY OFFICE OF EDUCATION  
(SMCOE)

SCHOOL DISTRICT

  
\_\_\_\_\_  
(TUPE Coordinator Signature)

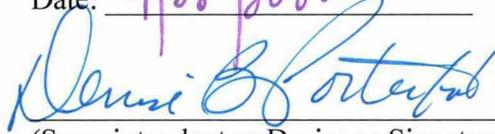
  
\_\_\_\_\_  
(Superintendent or Designee Signature)

*US*  
*DA*  
*APR*  
*10/1/20*  
Theresa Vallez-Kelly, coord.  
\_\_\_\_\_  
Printed Name and Title

Gina Sudaria, Interim Superintendent  
\_\_\_\_\_  
Printed Name and Title

Date: 9/28/2020

Date: 3/26/2020

  
\_\_\_\_\_  
(Superintendent or Designee Signature)

Denise Porterfield, Deputy Superintendent - Business Services  
\_\_\_\_\_  
Printed Name and Title

Date: 10/1/2020