

Memorandum of Understanding
Los Alamitos Unified School District

AND

Anaheim Regional Medical Center/1-866-NEW-LUNG

This is a Memorandum of Understanding between the Anaheim Regional Medical Center (ARMC) 1-866-NEW-LUNG program and the Los Alamitos Unified School District (District) to conduct adolescent and staff programming within the District. The 1-866-NEW-LUNG program is designed to address issues associated with the use of tobacco and other electronic smoking devices (OESD) within the adolescent population. The program will take place in designated areas within District facilities to provide tobacco and OESD education and cessation services for youth or parents in the form of 1.) Four-class series for first and repeat offenses of Educational code 48900 (h).

The terms of this MOU are contingent upon changes and conditions that arise in accordance with Federal, State and Local health and safety guidelines and recommendations due to the current pandemic.

It is expressly understood and agreed by Anaheim Regional Medical Center/1-866-NEW-LUNG and District as follows:

- I. Purpose: The purpose of this Memorandum of Understanding is to outline understanding for District's participation in tobacco and OESD education and cessation services for youth and parents provided by 1-866-NEW-LUNG. The District commits to collaborate with 1-866-NEW-LUNG, which has a proven record providing youth tobacco cessation services in Orange County for over 10 years. The goal of this initiative is to help students quit smoking through the use of behavior modification strategies.
- II. Term: This Memorandum of Understanding shall be in effect for the 2020 - 2021 academic school year or until such time as either of the agencies requests a meeting in writing to redefine the agreement. This Memorandum of Understanding may be terminated by either party by providing a notice of termination to the other party. Such notice of termination must be provided at least 30 days in advance of the termination date and include reasons of termination. Either party may also terminate this agreement in sixty days by giving written notice.
- III. Participation and Confidentiality: Student, teacher, and staff participation is voluntary. All information provided by participants- including names of schools, teacher, and students, is strictly confidential. Each student must obtain a signed consent (provided by 1-866-NEW-LUNG) by a parent/guardian to participate in the program. No student will be allowed to participate in the program unless the parent/guardian has signed the permission slip and has been informed about the consent of the program.
- IV. 1-866-NEW-LUNG Responsibilities: Provide tobacco and OESD education and cessation services for youth and parents in the form of a tobacco cessation series. The program will occur over a 4-class series, which will be offered periodically throughout the year. 1-866-

NEW-LUNG provide all necessary supplies to conduct the program successfully. The classes will be held at the Los Alamitos Unified School District Office located at 10293 Bloomfield St., Los Alamitos, CA for grades 6-12. Repeat offenses will be offered a second opportunity to participate in a separate 4-class series. 1-866-NEW-LUNG shall provide all necessary supplies to conduct the program successfully.

- V. District Responsibility: District shall provide 1-866-NEW-LUNG with a District designee (point of contact) who will facilitate scheduling dates and times of the cessation classes at a District facility and communicate the number of students enrolled in each of the cessation series.

VI. General Provisions:

- A. Amendments: This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment: Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under the MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
- C. Severability: The provisions of the MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
- D. Discipline Resolution: The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
- E. Execution: Each of the persons signing the MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

ARMC/1-866-NEW-LUNG

Los Alamitos Unified School District

Signature: _____

Signature: _____

By: Jaina Pallasigui, MPH

By: Andrew Pulver, Ed.D.

Title: Tobacco Cessation Manager

Title: Superintendent

Date: May 12, 2020

Date: