

**MEMORANDUM OF UNDERSTANDING**  
*between*  
**Olimpico Learning and Mountain View Whisman School District**  
**Academic Afterschool Technology, Engineering, and Design Program**  
**Robotics, 3D Printing, Coding – 2018**

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between **Olimpico Learning** located at 5205 Prospect Road 135-244, San Jose, CA 95129 and **Mountain View Whisman School District (District)** 750-A San Pierre Way, Mountain View, CA 94043 located to implement Olimpico Learning's Academic Afterschool Program.

All of the provisions of this MOU and any attached documents, project proposals, and/or addendums are subject to mutual agreement of the parties, and to be reviewed by the School District Superintendent, and when necessary, the District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any future addendums by informing the partner in writing 30 days prior to termination date.

**Olimpico Learning Academic Afterschool Program Description**

The Academic Afterschool Program is designed for K-5<sup>th</sup> grade students. The Program will engage students in a thriving and challenging Afterschool Program environment that uses technology to improve skills in Math and English Language Arts. Learning experiences revolve around a weekly STEM/STEAM science-based theme (Robotics). We incorporate technology as an essential learning tool and strive to inspire students to prepare for careers in science, technology, engineering and math.

Olimpico Learning's Afterschool Academic Program will be held from September 20, 2018 – October 11, 2018 (option to renew monthly). The program will be held at the school district's designated school site. The students receive tutoring and mentoring from college students and volunteers.

**Olimpico Learning Academic Afterschool Program Goals**

1. Improve Math and English Language Arts skills in elementary-age students by using technology as a tool for learning;
2. Instill a love of Science by presenting weekly science-based themes that integrate Math and English Language Arts;
3. Provide professional development opportunities to elementary school teachers, teachers-in-training, and college students involved in the academic Afterschool Program;
4. Increase study skills, motivation and persistence of the students in doing quality academic work;
5. Increase the students' aspirations about going to college.

### **Proposed Roles and Responsibilities**

Olimpico Learning and the District agree to provide the following resources:

#### **Olimpico Learning Roles and Services:**

- Provides the Olimpico Learning curriculum and professional development for best implementation of the curriculum.
- Develops weekly science-based themes to integrate all learning components within the curriculum.
- Markets the programs to foundations, corporations, businesses and individuals to obtain funding and volunteers for the program
- Funds the majority of the following program costs: Teachers and Teaching Assistants compensation, curriculum, and showcase celebration event.
- Provides project management to prepare for the programs: calling meetings, setting milestones and tracking the execution of the programs along with the District.
- Works with the District staff to set expected outcomes and ensure that they are met. Expected outcomes include target gains in math skills and English language arts.
- Organizes the pre- and post-assessment tests. Prepare and provide reports on the program and overall student achievement gains, which are shared with the District and funders.
- Hires and trains teachers-in-training and college student teaching assistants for the program.
- Organizes the Showcase Celebration as an end-of-Program information day for parents.
- Recruits and trains corporate volunteers to enrich the classroom experience.
- Agrees to abide by the attached Mountain View Whisman Professional Services Agreement, including the insurance clause (item 8).

#### **School District provides the following services to make Olimpico Learning successful:**

- Provides and pays for one bi-lingual teacher/staff, who will assist with the instructions during the course of the academic Afterschool Program. This person will also act as a liaison between Olimpico Learning and the District and insure assist with parents' communication.
- Provides facilities, including connecting to the internet basic classroom materials.

- Recruits students to participate in the program. The District will promote the program to District schools, students and parents.
- Sets high expectations for student behavior and attendance (e.g. no partial attendance). Communicates with parents to re-enforces these expectations.
- Commits to making the program a success by fully coordinating with Olimpico Learning in the planning, development and implementation of the program, with the intent to make it a replicable program ("model") for the District and multiple school districts in following years.
- Agrees to provide Gmail ids and internet access to Olimpico Learning students over the course of the program, including access to possibly restricted websites such as YOUTUBE.com for the purpose of providing students supplemental technology programming.

This MOU may be extended by addendum with signatures by both parties to permit subsequent Olimpico Learning programs under the same terms and conditions.

**Signatures: School District and Olimpico Learning:**

Only the authorized agents or their offices listed below may make changes to this MOU and future addendum provided that both parties mutually agree upon such changes in writing.

X \_\_\_\_\_  
 Signature  
 Superintendent or Designee  
 Mountain View Whisman School District

\_\_\_\_\_  
 Date

X \_\_\_\_\_  
 Signature  
 Nancy Rafati  
 CEO  
 Olimpico Learning

\_\_\_\_\_  
 Date



Frances Rodriguez &lt;frodriguez@mvwsd.org&gt;

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**Olimpico MOU for afterschool program at Theuerkauf**

2 messages

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Frances Rodriguez <frodriguez@mvwsd.org>

Fri, Sep 21, 2018 at 10:05 AM

To: Nancy Rafati &lt;nancyrafati@gmail.com&gt;

Cc: Swati Dagar &lt;sdagar@mvwsd.org&gt;, Cathy Baur &lt;cbaur@mvwsd.org&gt;

Hello Ms. Rafati,

Our records indicate that the liability insurance form we have for Olimpico expired on 2017. We will need an updated liability form to attached to the MOU. Also, missing from the MOU is an Indemnification clause and Limitation of District Liability. Following is what MVWSD uses on our contracts/agreement. Please let me know if you agree to these clauses.

**Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

Thank you,  
Frances Rodriguez

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Frances Rodriguez  
Administrative Assistant to the Chief Academic Officer  
Department of Educational Services  
Mountain View Whisman School District  
650-526-3561  
[www.mvwsd.org](http://www.mvwsd.org)

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Nancy Rafati <nancyrafati@gmail.com>

Fri, Sep 21, 2018 at 11:47 AM

To: Frances Rodriguez &lt;frodriguez@mvwsd.org&gt;

Cc: Swati Dagar &lt;sdagar@mvwsd.org&gt;, Cathy Baur &lt;cbaur@mvwsd.org&gt;

Hello Ms. Rodriguez,

Yes, I agree.

Please see attached Certificate of Insurance for July 1 2018 -July 1 2019.

Thank you!

Best wishes,

Nancy

Nancy Rafati

CEO | Olimpico Learning

408 410 3766

<http://www.olimpicolearning.org/curriculum-3d.html>

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**Mt View Whisman COI signed for Olimpico Learning 2018.pdf**

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**MEMORANDUM OF UNDERSTANDING: ADDENDA**  
**Olimpico Learning Academic Afterschool Technology, Engineering, and Design Program**

**Addendum I: Facilities Support for the Olimpico Learning Afterschool Academic Program**

District provides the location and facilities for the Afterschool Academic Program:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to 30 students.
- A teacher-preparation (could be a classroom) or Library.
- An outdoor space for students to have physical exercise and to mingle during breaks. Ideally, it would include a grassy area for games.
- Facility with audio/video support for the Showcase Celebration and end-of-program event.

**Addendum II: District Financial Contribution to Program Costs**

*Afterschool Academic Program: Fall 2018, Thursdays starting 9/20/2018 -- 12:15 pm – 2:15 pm)*

Total District cost will be \$7,200 for Robotics/3D Printing/Coding Workshops.

- \$80 per workshop per student per month \$80 x 30 students = \$2,400 (all lessons, tests, equipment, laptops, software, and tournament celebration included).

Robotics Balance Due:	9/10/2018	\$2,400
3D Printing Balance Due:	10/10/2018	\$2,400
Coding Balance Due:	11/10/2018	\$2,400

**Addendum III: Adherence to Tuberculosis Requirements**

Olimpico Learning agrees to comply with the tuberculosis requirements of Mountain View Whisman School District and Education Code section 49406.1 with respect to all Olimpico Learning employees who may have contact with District pupils in the course of providing services pursuant to this agreement.

**Addendum IV: Adherence to Fingerprint Requirements**

Olimpico Learning adheres to the fingerprinting and criminal background investigation requirements of Mountain View Whisman School District and Education Code section 45125.1 with respect to Olimpico Learning employees, subcontractors, agents who may have contact with District pupils in the course of providing services pursuant to this agreement.