

MEMORANDUM OF UNDERSTANDING

BETWEEN

Article I. READING PARTNERS AND Mariano Castro Elementary

This Memorandum of Understanding (“MOU”) is made and entered into as of **July 1st, 2019** (“Effective Date”) to establish a relationship agreement between **Mariano Castro**, a School located at **500 Toft St, Mountain View, CA 94040** (“School”) and Reading Partners, a California nonprofit public benefit corporation located at 180 Grand Ave., Ste. 800, Oakland, California 94612 (“Reading Partners”).

WHEREAS, School seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students’ achievement;

WHEREAS, Reading Partners has a proven history of providing structured, volunteer-based tutoring with positive results for students;

BOTH PARTIES HEREBY RESOLVE to enter into this MOU to develop a relationship between School and Reading Partners in order to establish a Reading Partners center at the campus(es) of School.

I. Representatives

During the Term of this MOU, School designates Theresa Lambert as its primary representative with regard to this MOU (“Partner’s Representative”). Partner’s Representative shall have overall responsibility for managing and coordinating School performance of its obligations under this MOU, and be authorized to act for and on behalf of School with respect to all matters relating to this MOU.

II. Responsibilities of the School:

School shall undertake the following responsibilities:

A. Resources

1. Provide a dedicated space on the school campus, to be agreed upon by the school administration and Reading Partners staff, at no charge, that (i) includes a working phone, Internet connection and a dedicated space large enough for a Reading Partners’ Reading Center, and (ii) is accessible during School’s after-school operating hours for Reading Partners staff and volunteers (the “Donated Space”).
2. Provide necessary services to maintain this Donated Space in a condition substantially similar to that of other classrooms on campus, including janitorial services, maintenance, utilities, and technology support (“Donated Services”).
3. Ensure that Reading Partners’ site-based staff has reasonable access to resources available to other School staff, including but not limited to: school-based intranet, copy machine, and an on-site mailbox. These resources may be shared with other School staff.

4. Provide appropriate and timely access to any school scheduling changes and news that will allow Reading Partners to more fully serve the school and its students.
5. Allow Reading Partners site-based staff access to school office supplies, school supplies, and photocopying equipment (to help defray miscellaneous expenses associated with the school).

B. Data & Communications

1. Provide to Reading Partners personnel such student demographic and assessment data as necessary to a) determine appropriateness of student placement and guide enrollment in the Reading Partners program; b) inform instruction and periodically review student progress; and c) report in aggregate on student demographics and reading improvement. These data include parent/guardian contact information; student name, Individual Education Program (IEP) status, English Language Learner (ELL) status; and information on student literacy and academic performance.

In the event Reading Partners' access to such data requires the approval of School, School hereby consents to the release of such data to Reading Partners, and shall provide such data to Reading Partners.

2. Support Reading Partners' efforts to collect parent permission forms, ensuring a timely and efficient enrollment process.
3. Work with Reading Partners staff to conduct brief, regular check-ins with teachers to survey student progress every eight (8) weeks or such other frequency as mutually agreed upon.
4. School shall maintain the confidentiality and privacy of information provided by Reading Partners from student education records created and maintained by Reading Partners in accordance with applicable law and regulations, including the Family Educational Rights and Privacy Act (FERPA). School and its authorized representatives acknowledge that they may only use and disclose student information provided to the School by Reading Partners for the purposes described in this agreement and in compliance with the requirements and exceptions outlined in FERPA.
5. Include Reading Partners site-based staff in appropriate staff bulletins, announcements and meetings to keep Reading Partners staff reasonably informed about campus activities.
6. Provide Reading Partners staff with periodic opportunities (in no event less than once per semester) to present the program to the school staff and, if appropriate, the broader school community.
7. Offer visibility to Reading Partners within the community through appropriate venues, such as the school newsletter or school website when appropriate.
8. Work with Reading Partners communications staff on occasional public relations and media opportunities for the organization, including press releases and announcements for both organizations.
9. Support Reading Partners' efforts to achieve volunteer recruitment goals, enabling more students at the school to be enrolled in the program.

10. Support Reading Partners' efforts to achieve its fundraising goals, especially during site visits from donors and funders.
11. Ensure that Reading Partners is effectively incorporated into the structure of the school campus and that site-based staff are appropriately included as partners in student achievement.

III. Responsibilities of Reading Partners:

Reading Partners shall undertake the following responsibilities:

A. Tutoring Program

1. Operate a tutoring program on the school campus from approximately 9am-5pm, Monday through Thursday, **with exact hours to be mutually agreed upon**.
2. Work with School's teachers and other site-based staff to identify students who will benefit from the program and enroll these students in the program as capacity permits.
3. Work with teachers and administrators at the school to ensure that when children are pulled from classes, the timing of the pull does not adversely affect student achievement.
4. Provide one-on-one reading support to qualifying students of School utilizing structured curriculum-based materials. Ensure that the volunteer providing reading support is appropriately trained and receives on-going coaching and support.
5. Ensure that all Reading Partners volunteer tutors and visitors comply with any policies and systems in place for visitors on the school's campus.
6. Conduct a criminal background check on all Reading Partners volunteers using Livescan, Intellicorps or a similar service to comply with school, district, state and federal regulations, including fingerprinting.
7. If required by School or District for all volunteers, ensure volunteers undergo tuberculosis testing.
8. Reading Partners and School have set the target number of students served. We've agreed upon the target goal of 40 students served. The School is still required to pay the agreed upon Fees whether the target goal for students served is not met or exceeded.

B. Communications

1. Communicate with classroom teachers, both formally and informally, to ensure, to the best of the program's ability, that Reading Partners' services are adequately meeting students' learning needs.
2. Communicate with School administration and other staff to ensure that the program is aligned with the School's mission and objectives.

3. At least once per school quarter or semester, as applicable, use reasonable efforts to provide School administration and staff any requested data and information on Reading Partners student attendance, activities and performance, as permitted by parental consent.

C. Management & Support

1. Supervise and manage Reading Partners staff based at the school, and monitor student progress to ensure high quality programming is provided.
2. Check in regularly with School site leaders on matters of student progress and program logistics. If school leaders request information about individual student progress, Reading Partners will share that information if parental consent has been obtained by Reading Partners. Otherwise, information will be shared with school leaders in the aggregate and de-identified.
3. Support the professional development of all Reading Partners staff by providing ongoing opportunities, including training, relevant research, and instructional resources. Each staff member will have regular coaching and supervision sessions with their manager.
4. Provide liability insurance for operations, students, volunteers, and personnel at the Reading Center with at least \$1M in coverage and furnish a certificate of said insurance at School's request.

IV. Confidentiality and Data

A. Data & Communications.

1. Reading Partners shall maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). Reading Partners and its authorized representatives acknowledge that they may only use and disclose student information in compliance with the requirements and exceptions outlined in FERPA.
2. School acknowledges and agrees that Reading Partners shall have access to and use of the data described in Section II.B., and shall be free to use and disclose any data generated in performance of the Reading Partners program under this MOU, all in accordance with the terms and conditions of this MOU, subject to applicable law.

- B. Publicity. Reading Partners may use School name and may disclose School's relationship with Reading Partners in advertising, press, promotion and similar public disclosures, provided that such advertising, promotions or similar public disclosures shall not indicate that School in any way endorses any Reading Partners program without prior written permission from School.

V. Reading Partners as an AmeriCorps Program:

- A. Drug-Free Workplace Act. As a federal grantee, Reading Partners is required by the Drug-Free Workplace Act of 1988 to provide members with a drug-free environment.

- B. **Site Safety.** Reading Partners is responsible for the safety of its site-based staff in the performance of activities under this MOU. Therefore, site-based staff may not participate in projects that pose undue safety risks to such site-based staff.
- C. **Site Space.** As a grantee of AmeriCorps, Reading Partners sites must grant acceptance or permission for reading centers to display AmeriCorps poster(s) and/or information, where Americorps members are actively serving. School hereby agrees to permit the display of such poster(s) and/or information, if applicable.

VI. Expenses and Payment

A. Staffing & Other Expenses

1. In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver its program services, and in consideration for providing such services, [School / District] agrees to pay, or to cause its District to, a fee of **\$11,000** to cover a portion of staffing related expenses, as described in Addendum A, which is attached hereto and incorporated by reference.
2. Reading Partners shall submit invoice(s) to School in accordance with the Addendum A. The Partner Fee as defined in Addendum A (or the first installment thereof, as the case may be), is to be provided at least two (2) weeks prior to the first day of tutoring, in accordance with the schedule set forth in Addendum A. Any sum due Reading Partners shall be due and payable thirty (30) business days after receipt by School of an invoice from Reading Partners.

- B. **Reading Partners Support.** Except as provided for in this Section V. and Section II. above, Reading Partners will assume all expenses directly incurred in the operation of the tutoring program on the school campus, including site-based personnel, curriculum, supplies, technology, equipment, travel, professional development, tutor fingerprinting, and other miscellaneous expenses.

- C. Please make all payments via EFT or check. By avoiding the per-transaction fees paid to credit card companies (~4-5% of the total amount), Reading Partners is able to ensure Fee for Service amounts are kept as low as possible. Attached is a brief form that will allow you to make your payment via EFT or wire transfer. Additionally, you can always mail a check to Reading Partners, 180 Grand Ave., Suite 800, Oakland, CA 94612. If you still prefer to use a credit card, we ask that you add the transaction fee to the FFS payment when you pay online. You can do that by making sure the "I'd like to cover the processing fee so 100% of my donation goes to Reading Partners." checkbox is checked. Once you select an amount and check the box you'll see the total that would be charged.

VII. Miscellaneous

This MOU shall commence on the Effective Date and continue for a 1-year period. At the conclusion of the initial 1-year period, the agreement will automatically renew unless otherwise terminated by either party (the "Term").

Reading Partners may terminate the MOU as a result of School's failure to meet the terms of the MOU at the end of a programming year. School may terminate the MOU at any time by providing sixty (60) days' written notice to Reading Partners. School agrees that in the event of early termination, any Reading Partners services provided hereunder will terminate, and the School Fee for the applicable programming year (or any remainder thereof, as the case may be) as specified in Section V.A.1, will be paid to Reading Partners.



In order to ensure the safety and well being of its staff, AmeriCorps members, and volunteers, Reading Partners reserves the right to suspend tutoring during a teachers' strike.

The parties make no warranties and expressly disclaim all representations and warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement.

This MOU and the Addendum(s) contain the entire agreement and understanding between the parties as to its subject matter. This MOU and the Addendum(s) may only be amended by mutual agreement of the parties in a writing signed by both parties. This MOU and the Addendum(s) shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law.

Both parties have read this MOU and each party agrees to hold the other party (and such party's directors, officers, and employees) harmless from any liability, demand, damage, cost or expense (including reasonable attorney's fees) arising from any third-party claim, action or proceeding regardless of the form of action, on any theory of liability that may arise from or is related to this MOU or any Addendum. No party shall be liable for any consequential, punitive, exemplary, or incidental damages.

This MOU is agreed to by School and Reading Partners on this **22nd** day of **May**, 2019 by:

_____ Signature, Reading Partners	_____ Signature, Executive Director
_____ Print Name	Mario Vargas _____ Print Name
_____ Date	6/4/2019 _____ Date

For District required signatures,
ACKNOWLEDGED AND AGREED:

Signature,
Cathy Baur, Chief Academic Officer

Print Name

Date

ADDENDUM A

School Name: Mariano Castro Elementary School
School Address: 500 Toft St, Mountain View, CA 94040
District: Mountain View Whisman School District

In-Kind Donated Contribution:

The *donated space* that Reading Partners uses at this school, for the 2019-2020 school year, is estimated to be valued:

Total annual in-kind value: (Reading Partners to estimate this value)

(Optional) If there are other *donated services (such as janitorial, maintenance, copies, etc)* that Reading Partners receives at this location during the 2019-2020 school year, please feel free to include the estimated annual in-kind value, here:

Total annual in-kind value:

Cash Contribution:

The total cash amount the school is contributing for the 2019-2020 school year (the "Partner Fee") is: **\$11,000**

The cash contribution is supported through the following funding source: **Combination of funding sources**

If the cash contribution is coming from multiple sources, please list sources with appropriate contact below:

Service Terms (tutor beginning date - tutor ending date)

Payment Arrangement Plan:

- 1) Frequency of payment installments: (monthly, quarterly or Annually):
- 2) Invoice Date(s): 9/30/2019
- 3) Invoice Amount: \$11,000
- 4) Payment Term: N30
- 5) Please make all payments via EFT or check. By avoiding the per-transaction fees paid to credit card companies (~4-5% of the total amount), Reading Partners is able to ensure Fee for Service amounts are kept as low as possible. Attached is a brief form that will allow you to make your payment via EFT or wire transfer. Additionally, you can always mail a check to Reading Partners, 180 Grand Ave., Suite 800, Oakland, CA 94612. If you still prefer to use a credit card, we ask that you add the transaction fee to the FFS payment when you pay online. You can do that by making sure the "I'd like to cover the processing fee so 100% of my donation goes to Reading Partners." checkbox is checked. Once you select an amount and check the box you'll see the total that would be charged.


Special Instructions:

- 1) PO or requisition number required on invoices: Yes NoX n/a
- 2) PO from district is required before invoicing: Yes NoX n/a

Please note that invoices will be emailed annually, unless otherwise specified.

Financial Contact Information:

<u>Invoicing:</u>	<u>Payment:</u>
Title: Principal	Title: Principal
Name: Theresa Lambert	Name: Theresa Lambert
Address: 500 Toft St	Address: 500 Toft St
City/State: Mountain View	City/State: Mountain View
Zip: 94040	Zip: 94040
Phone: (650) 526-3590	Phone: (650) 526-3590
Fax:	Fax:
Email address: TLambert@mvwsd.org	Email address: TLambert@mvwsd.org

 <p>_____ Signed, Executive Director or authorized representative Reading Partners</p> <p>Executive Director</p> <p>_____ Title (if authorized representative)</p>	<p>_____ Signed, Principal or authorized representative</p> <p>_____ Title</p>
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<p>Mario Vargas</p> <hr/> <p>Printed Name</p> <p>6/4/2019</p> <hr/> <p>Date</p>	<hr/> <p>Printed Name</p> <hr/> <p>Date</p>
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