

## Memorandum of Understanding Mountain View Whisman School District and the José Valdés Math Foundation

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This Memorandum of Understanding (MOU) establishes the terms and understanding between the Mountain View Whisman School District (DISTRICT) and the José Valdés Math Foundation (JVMF).

### A. PURPOSE

JVMF will offer a Common Core Summer Academy (Remedial) Program for students currently in grades 4 to 7 who do not meet or nearly meet math standards (Achievement Levels 1 and 2 shown in the table below). These classes will be conducted online over a 24-day period during the summer (Tuesday, June 15, 2021, to Tuesday, July 27, 2021). The DISTRICT and JVMF anticipate having 70% or more of the participating students completing the 2021 Summer Academy Program to improve at least one grade level in math proficiency (with approximately 25% of those improving by more than a year).

### B. SCOPE

The DISTRICT and JVMF shall provide to participating students, selected by the DISTRICT, the opportunity to be placed in an appropriate math grade level once they return to class in the Fall.

The JVMF Summer Academy Program objectives will be measured through the following metrics:

- Pre/Post tests administered by JVMF
- Teacher recommendation
- Achieving scores on standardized tests that reflect that the student is capable of meeting grade-level expectations
- DISTRICT standardized-testing data:

2018–19 MVWSD Achievement Level	Grade 4	Grade 5	Grade 6	Grade 7
Standard Exceeded: Level 4	44.74%	50.59%	39.06%	42.97%
Standard Met: Level 3	21.80%	16.08%	17.92%	18.50%
Standard Nearly Met: Level 2	22.37%	17.84%	19.25%	14.84%
Standard Not Met: Level 1	11.09%	15.49%	23.77%	23.70%

<https://caaspp-elpac.cde.ca.gov/caaspp/ViewReport?ps=true&IstTestYear=2019&IstTestType=B&IstGroup=1&IstGrade=13&IstSchoolType=A&IstCounty=43&IstDistrict=69591&IstSchool=0000000>

### C. TERMS

#### DISTRICT shall:

1. Contact parents of selected students notifying them of their child's acceptance into the JVMF Summer Academy Program.
2. Make every reasonable effort to ensure a minimum of 54 Academy Program students.
3. Develop and implement a system to register selected students via the JVMF online registration page(s).
4. Provide chromebooks/laptops and/or other appropriate electronic devices for student virtual learning.
5. Track performance of participating students and provide student data to JVMF upon the new academic school year.
6. Issue JVMF a payment of \$15,000 on or before June 15, 2021.

#### JVMF shall:

1. Administer the JVMF Summer Academy Program to DISTRICT-eligible students over a 24-day period from Tuesday, June 15, 2021, to Tuesday, July 27, 2021.
2. Provide, hire and compensate teachers, teaching assistants, and other staff as needed.
3. Ensure proof of both FBI and DOJ fingerprinting clearance for all JVMF staff.

4. Purchase and provide curriculum material/supplies.
5. Provide classes consisting of mutually-agreed-upon hours of math instruction per day, with homework as necessary.
6. Finalize pre/post data from JVFMF and submit to DISTRICT no later than September 30, 2021.

DISTRICT and JVFMF shall:

Work collaboratively to ensure that students are placed in the appropriate math level in the JVFMF Academy Program and in the following school year.

**D. HOLD HARMLESS**

Each party is an independent contractor responsible for its acts and the acts of its officers, agents, and employees. Each party agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

To the fullest extent provided by law, JVFMF shall defend, indemnify and hold harmless the DISTRICT, including its employees, directors, agents, volunteers, and affiliates, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs, and expenses (including without limitation reasonable attorney’s fees and costs) arising out of this MOU, except to the extent caused by the DISTRICT’s sole gross negligence or intentional misconduct.

**E. CONFIDENTIALITY**

The parties shall maintain the confidentiality of all records generated during the period of this MOU pursuant to applicable Federal and State laws.

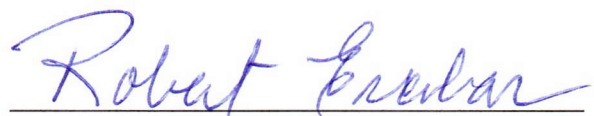
**F. DURATION OF MOU**

The term of this MOU is for a period beginning June 1, 2021 (upon Board approval) through September 30, 2021, and may be extended/renewed upon written mutual agreement.

Either party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

**MOU Agreed to On**                    /                    /                    **(Date)**

**BY:**



Ayindé Rudolph, Ed.D., Superintendent  
 Mountain View Whisman School District  
 1400 Montecito Ave.  
 Mountain View, CA 94043

Robert Escobar, Executive Director  
 José Valdés Math Foundation  
 25 North 14<sup>th</sup> Street, Suite 760  
 San Jose, CA 95159

**Class/Instruction Schedule**

6/7-Week Summer Program; 24 Days of Online Instruction

First day of instruction is Tuesday, June 15, 2021

Last day of instruction is Tuesday, July 27, 2021

June – 10 days of instruction, Monday through Thursday

July – 14 days of instruction, Monday through Thursday/Friday