

## **Memorandum of Understanding between Mountain View Whisman School District and Peninsula Bridge**

The Memorandum of Understanding (MOU) describes and confirms an agreement between the Mountain View Whisman School District and Peninsula Bridge. The purpose of this agreement is to describe the expectations and clarify the relationship between the parties involved, thereby ensuring an effective working relationship for the implementation of a year-round after school program for 5th 6th and 7th grade Peninsula Bridge students in the Mountain View Whisman School District.

### **Description of Services and Purpose of Collaboration**

The purpose of the collaboration is to develop an effective and coordinated after school program for up to 67 5th, 6th and 7th grade Peninsula Bridge students from Graham, Crittenden, Landels, Castro, Monta Loma, Theurkauf Schools in the Mountain View Whisman (MVWSD) School District.

The year-round program offers an extended learning day in math, language arts, design thinking and a focus on student success skills. The extended learning day is rigorous and engaging and is aligned with the Common Core standards. The goal is to strengthen the students' academic and social-emotional skills, provide a safe environment for student learning and exploration, where students are encouraged to develop their own opinions, ideas and arguments and strengthen collaboration, presentation and communication skills.

### **Peninsula Bridge Middle School Academy**

1. Extended learning day with a focus on math and language arts
2. Up to 67 5th, 6th and 7th grade Peninsula Bridge students (Graham, Crittenden, Landels, Castro, Monta Loma, Theurkauf)
3. Weekly Virtual Format through December 2021 with certificated teaching staff
  - A. If deemed necessary, the program could continue virtually in January pending direction from the state and County health departments
4. Plan for in-person instruction beginning at Crittenden Middle School on: January 10, 2022 - May 27, 2022
5. Provide curriculum, materials, staffing, transportation to operate the Middle School Academy.
6. Student snacks provided by Peninsula Bridge,
7. Transportation provided by Peninsula Bridge via KidzJet.
8. Classrooms provided by Crittenden Middle School and the MVWSD.
9. Recruitment and selection of students administered by Peninsula Bridge.
10. Communication and outreach to students and parents provided by Peninsula Bridge.

### **II. Terms of Understanding**

The MVWSD will contribute \$20,000 to operate the Middle School Academy. Peninsula Bridge will cover all remaining expenses to operate the program, estimated at \$85,000.

Peninsula Bridge will invoice MVWSD for \$20,000 to operate the Middle School Academy, to be paid in full in June of 2021.

Staff from the parties represented by this agreement will work to establish and sustain the services indicated. All staff operating under this MOU will provide services to meet the needs of students, parents and schools.

The terms of the agreement begin on September 1, 2021 and will remain in effect until May 31, 2022.

### **III. School and District Obligations**

The District will ensure that an appropriate administrator will be designated for assistance in implementing the Middle School Academy at Crittenden Middle School. The administrator will perform, but is not limited to the following functions:

- Serve as the liaison between district, staff, school site staff, and Peninsula Bridge.

- District staff will help facilitate the process to gain access to classroom space, student information etc.
- The District will provide student report card and student progress information to Peninsula Bridge for recruitment and placement purposes.

#### IV. Peninsula Bridge

- A. Peninsula Bridge agrees to provide stated service in Section 1. Activities outside those specified in the stated services (Section 1) will be determined jointly by representatives of the District and Peninsula Bridge (e.g.: field trips, etc.).
- B. Peninsula Bridge agrees to collaborate with the *MVWSD* staff in providing timely attendance reports, programming updates, student reports, and student outcomes data.
- C. Peninsula Bridge agrees that staff from the *MVWSD* may evaluate services provided by Peninsula Bridge pursuant to this MOU.
- D. Peninsula Bridge will ensure that there is a 20:1 student to supervisory staff ratio at all times.
- E. Peninsula Bridge will ensure that all staff in a supervisory position within a 20:1 ratio will fulfill the requirements for an instructional aide.
- F. Peninsula Bridge agrees to provide orientations/presentations to district representatives, program staff, school staff and parents for informative purposes.
- G. Peninsula Bridge agrees to provide the District with a schedule and calendar of weekly activities and events.
- H. All Peninsula Bridge staff and volunteers must receive TB clearance and undergo fingerprinting and federal criminal background checks, with clearance, prior to the start of the program. All Peninsula Bridge staff and volunteers must fulfill all district requirements for instructional aid if this person is in a supervisory position within the 20:1 student to staff ratio.
- I. Peninsula Bridge agrees that in every case where a program staff person has reasonable suspicion of child abuse, child neglect, harm to self or harm to others of a student residing in the district, the staff person will comply with the mandatory reporting process.

#### V. Conflict Resolution

The parties agree that differences of opinion regarding personnel or service practices will be discussed. If resolution is not obtained then, decisions will be made after discussion between *MVWSD* and Peninsula Bridge.

#### VI. Non-Discrimination

Peninsula Bridge and the District shall not discriminate against any person rendering or receiving services pursuant to this Memorandum, on the basis of race, color, age, marital status, national origin, sex, creed, sexual orientation, or physical or mental disability as provided by State and Federal Law.

#### VII. Confidentiality

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

#### VIII. Liability Insurance

Peninsula Bridge is insured through Nonprofits Ins Alliance of Ca (NFP):

1. General Liability Policy #201627704NPO-\$3,000,000 (General Aggregate Limit)
2. Property Policy #CWB00094580627704
3. Umbrella Policy #201627704UMBPO - \$1,000,000 (Each Occurrence)
4. Directors & Officers Policy #201627704DONPO - \$1,000,000 (Each Wrongful Act)
5. Accidental Policy #MHH010307



IX. Authorization

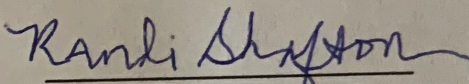
The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

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 or judgments arising from the acts of omissions of its officers, agents, and employees in connection with the performance of this agreement.

All MVWSD contracts are reviewed by our Chief Business Officer, Rebecca Westover. Rebecca would like for you to add the following paragraph to the Peninsula Bridge contract: *To the fullest extent provided by law, Vendor shall immediately 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 Agreement, except to the extent caused by the District's sole gross negligence or intentional misconduct.*

On behalf of this organization I represent, I wish to sign this MOU and contribute to its further development.

\_\_\_\_\_ Date: \_\_\_\_\_  
Cathy Baur, Chief Academic Officer  
Mountain View Whisman School District

 Date: 06/18/2021  
Randi Shafton, Executive Director  
Peninsula Bridge