

MEMORANDUM OF UNDERSTANDING

between

Olimpico Learning and Mountain View Whisman School District

Academic Summer Programs - 2022

This Memorandum of Understanding (MOU) serves as a facilitating document establishing agreement between Olimpico Learning located at 1416 Saratoga Avenue, #244, San Jose, CA 95129 and Mountain View Whisman School District located at 1400 Montecito Ave, Mountain View, CA 94043 to implement the Olimpico Learning Program.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda 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 addenda by informing the partner in writing 30 days prior to termination date.

Olimpico Learning Academic Summer Program Description:

The Academic program is designed for rising K-5th grade students. The program will engage students in a thriving and challenging Academic Summer Program environment that uses technology to improve skills in Math and English Language Arts. Learning experiences revolve around weekly STEAM science-based themes. We incorporate technology as an essential learning tool and strive to inspire students to prepare for careers in science, technology, engineering, arts, and math.

Olimpico Learning's Academic Summer Program provides student support through 4-weeks (76 hours) will be held from June 13 - July 8, 2022, holidays June 20 and July 5. Classes are held at the school district's designated school site(s). Students are taught by credentialed teachers. The students receive tutoring, teaching assistance, and mentoring from high school, college students, and volunteers.

Olimpico Learning Academic Summer Program Goals:

- a) Improve Math and English Language Arts skills in rising K-5th grade students by using technology as a tool for learning;
- b) Instill a love of Science by presenting weekly science-based themes that integrate Math and English Language Arts;
- c) Provide professional development opportunities to school teachers, teachers-in-training, and college students involved in the Academic Summer Program;
- d) Increase study skills, motivation and persistence of the students in doing quality academic work;
- e) Increase the students' aspirations about going to college and promote creativity, courage, and perseverance.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

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

Olimpico Learning Services:

1. Provides the Olimpico Learning curriculum and professional development and materials for the best implementation of the curriculum.
2. Develops weekly science-based themes to integrate all learning components within the curriculum.
3. Markets the program to foundations, corporations, businesses, and individuals to obtain funding and volunteers to support *Olimpico Programs*.
4. Funds the following program costs: Teachers and Teaching Assistants compensation, curriculum, snacks, and showcase celebration event.
5. Provides project management to prepare for the program: recruit students, recruit teachers, recruit teachers assistants, call meetings, set milestones and track the execution of the program along with the District.
6. 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.
7. Organizes the pre- and post-assessment tests/surveys and prepares the end-of-program reporting. Prepare and provide reports on the program and overall student achievement gains, which are shared with the District and funders.
8. Hires and trains college student teaching assistants for the program.
9. Organizes the Showcase Celebration as an end-of-Program information day for parents.
10. Recruits and trains corporate volunteers to enrich the classroom experience.
11. Agrees to abide by Mountain View Whisman School District insurance clause.
12. Host site visits virtually and/or in-person to provide donors and/or partners the opportunity to observe a classroom as well as speak with students about their experience. Visits may include students and staff photos. Olimpico will work with District staff to ensure that any students pictured have a valid photo release on file.
13. Insurance: Contractor shall have and maintain insurance in force during the term of this Agreement as specified in Addendum VI.
14. COVID-19: Contractor shall adhere to all requirements as specified in Addendum VII. All Olimpico staff and visitors must abide by the provisions in Addendum VII.
15. Responsible for providing for all contractor's employees all COVID-related masks, sanitizers and any other PPE as required by all federal, state, county, city requirements as stated in Addendum VIII.

School District provides the following services to make the program successful:

1. Provides and pays for one credentialed lead teacher and a district administrator as summer principals on site, who will assist with planning and delivery of instruction, prior to and during the course of the academic summer program and help with the discipline, IEPs, and 504 plans. This person will also act as a liaison between Olimpico Learning and the District.
2. Provides and pays for two secretaries/clerks in the front office.
3. Provides breakfast and lunch to students and all supervision (if applicable).
4. Provides basic classroom facility including office, copier and paper, lamination, and custodial services.
5. Provides a financial contribution to the program as outlined in Addendum II.
6. Recruits students to participate in the program.
7. Sets high expectations for student behavior and attendance (e.g. no partial attendance). Communicates with parents to re-enforces these expectations.
8. Commits to making the program a success by fully coordinating with Olimpico Learning in the planning, development, and implementation of the program and communications upon completion of the program.
9. Agrees to provide computer and Internet access to students over the course of the program including access to possibly restricted websites such as Youtube.com, KhanAcademy.org, and Google/Gmail for the purpose of providing students supplemental technology programming.
10. Agrees to identify a dedicated representative from the district IT department to support the program's connection to the internet. When Olimpico Learning laptops are provided the district's IT department works with Olimpico Learning to provide support in any set-up and connection of the external laptops to the district's internet infrastructure.
11. Agrees to provide students' computer login set up and tested by June 9, 2022.
12. Agrees to provide teachers' computer login set up by June 9, 2022, for the teachers' training days.
13. Agrees to have site principals or their site designee provide student progress reports via tools like iReady.
14. Agrees to allow Olimpico Learning to host site visits by donors and/or partners with the purpose of observing an Olimpico Learning class as well as speaking with students about their experience relevant to Olimpico Learning.

This MOU may be extended by addenda with signatures by both parties to permit subsequent Olimpico Learning program 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 addenda provided that both parties mutually agree upon such changes in writing.

X _____
Signature

Date

Printed Name
Superintendent or Designee
Mountain View Whisman School District

X _____
Signature

Date

Nancy Rafati
CEO
Olimpico Learning

MEMORANDUM OF UNDERSTANDING: ADDENDA Olimpico Learning Academic Summer Program

Addendum I: Facilities Support for the Olimpico Learning Academic Summer Program

The District provides the location and facilities for the Summer Academic Program or virtual:

- Indoor and outdoor classroom settings for teachers to conduct instruction to students, such that adequate space is allocated for a class size of up to 25 students or virtual.
- A teacher-preparation, tutoring area, teacher's lounge, and kitchen.
- Access to computers and Internet to support up to 375 students at a time or virtual.
- Outdoor shaded spaces including grassy areas for students to have physical exercise and to mingle.
- Access to multi-purpose room with audio/video support for the end-of-program event or outside or virtual.

Addendum II: Financial Support for Academic Summer Program

The District pays the tuition and fees for the academic summer and targeted tutoring program:

Academic Summer Program: (6/13/2022 – 7/08/2022, 8:30 am – 12:30 pm), Workdays - Summer Program (6/8/2022 – 7/8/2022, 8:00 am – 3:00 pm), holidays June 20 and July 5. Up to 25 students x 15 classes = 375 students for outstanding customized academic summer program. Payment by 4/18/2022, (\$98,000), 5/1/2022, (\$98,000), 7/1/2022, (\$44,000). (COVID-19 Provisions cost added \$4,000).

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 is responsible for the fingerprinting and criminal background investigation requirements of 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.

Addendum V: Student Data and Tracking of Student Achievement

Olimpico Learning and the District have partnered to examine students' academic trajectories toward college readiness that includes preparation in ELA, math and science. The partnership will review the progress of students who participate in the Olimpico Learning program. The work is intended to provide analytic information to school and school district staff, and their partners, interested in

formative and summative measures of ELA, math and science achievement, ELA, math and science placement and ELA, math, and science proficiency as it relates to post-secondary readiness.

Addendum VI: Insurance

Contractor shall have and maintain insurance in force during the term of this Agreement with minimum limits identified below. Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Agreement or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , combined single limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Professional Liability (E&O) , If Contractor is providing professional services or advice (on a claims-made form)	\$1,000,000

Current Insurance Certificate

<https://drive.google.com/file/d/1m0xVgKz6ONfILD0eU3eFi55ufpP4eBTf/view?usp=sharing>

Addendum VII: COVID-19 Provisions

1. Vaccination / Testing. Contractor agrees to the following COVID-19 vaccination/testing requirements with respect to any of Contractor's employees, agents, consultants, subconsultants, or employees of consultants and subconsultants ("Applicable Worker(s)"):
 2. Before any Applicable Worker enters a District site to perform the Services, Contractor shall verify that Any Applicable Worker:
 - 2.1. Is Fully Vaccinated. "Fully Vaccinated" shall mean that at least fourteen (14) days have elapsed from the final vaccination required for the particular type of COVID-19 vaccine administered to the Applicable Worker, including any booster, to the extent approved and required by public health guidelines.
 - 2.2. Who has requested and obtained an accommodation from Contractor from these vaccination requirements based upon (i) a qualifying medical disability pursuant to the Americans with Disabilities

Act (42 U.S.C. § 12101); or (ii) a sincerely held religious belief pursuant to the Civil Rights Act of 1964 (§ 7, 42 U.S.C. § 2000e et seq.), is subject to daily COVID-19 testing for each and every day that Applicable Worker will perform Services on a District site, and that any such test demonstrates a negative COVID-19 test.

3. Contractor shall maintain written documentation reflecting verification of the testing/vaccination requirements herein and shall provide any documents to the District upon request.

Addendum VIII: Materials

Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, including, without limitation, any personal protective equipment ("PPE") required to comply social distancing and/or public health guidelines issued by any and all local, state, and federal authorities in any way related to COVID-19, or any other similar or derivative strain or virus.

Addendum IX: Indemnification

To the furthest extent permitted by California law, both parties 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.